



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Fifteen
(In words, indicate day, month and year)

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

City of Aurora
44 E. Downer Place
Aurora, IL 60505

Telephone Number: (630) 256-4000

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

Dewberry Architects Inc.
25 South Grove Ave.
Suite 500
Elgin, IL 60120
Telephone Number: (847) 695-5840

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

City of Aurora Fire Station 7
824 Kenilworth Ave.
Aurora, IL 60506
Architectural and Engineering services to design a new replacement fire station for the City of Aurora on the existing site of station #7.

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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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

(Paragraph deleted)

(Paragraph deleted)

Provide Architectural and Engineering design services for a new Fire Station to replace the current Station #7. The new Fire Station will be located on the same site as the existing Station #7 and will be approximately 10,000 s.f. with three double deep bays. Estimated construction budget of \$3.0 million.

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

.1 Commencement of construction date:

April 4, 2016

.2 Substantial Completion date:

November 8, 2016

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

§ 1.4 The Owner intends to retain R.C. Wegman Construction as Construction Manager at Risk, referred to as CMC, and:

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(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

- One Contractor
- Multiple Prime Contractors
- Unknown at time of execution

§ 1.5 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$5,000,000 aggregate; \$1,000,000 per occurrence
- .2 Automobile Liability
\$1,000,000 per occurrence
- .3 Workers' Compensation
Statutory Limit
- .4 Professional Liability
\$2,000,000 per claim/aggregate
- .5 Employer's Liability
\$1,000,000 aggregate; \$1,000,000 per occurrence

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

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

§ 3.1.7 The parties agree that appropriation of funds to proceed with actual construction of the fire station is a condition precedent to commencement of construction related services contained herein. Accordingly, irrespective of any term and conditions contained herein relating to construction-related services, nothing in this Agreement is intended to bind the Owner, in any way, to obligations other than design services in an amount not to exceed one hundred ninety-two thousand three hundred dollars (\$192,300.00). The parties agree that any services Owner may wish to secure with Architect, CMC, or other parties relating to the actual construction of the fire station, including, but without limitation, services provided in Sections 3.3 through 3.6 and 11.3, shall not be effective until Architect receives prior written authorization from Owner.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. Total of three (3) designs through Schematic Design.

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

(Paragraph deleted)

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

§ 3.2.8 The CMC is responsible for cost estimation at the end of the Schematic Design Phase Services.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall 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, electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

(Paragraph deleted)

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

§ 3.3.4 The CMC is responsible for cost estimation at the end of the Design Development Phase Services.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect, as requested, shall assist the Owner and/or CMC in the development and preparation of (1) bidding and procurement information that describes the time,

place and conditions of bidding, including bidding or proposal forms; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner and the Owner's CMC in obtaining bid. The Owner's CMC shall, with the Owner's approval, award and prepare contracts for construction.

(Paragraphs deleted)

§ 3.5.1.1 Subject to Section 4.3, the Architect's responsibility to provide Bidding or Negotiation Phase Services commences with the written authorization by the Owner and terminates on the date the award of Contract for Construction.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with written authorization by the Owner and the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site a total of twenty-two (22) times at intervals appropriate to the state of construction, as identified in Article 12, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner 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 recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall

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give rise to a duty or responsibility of the Architect to the CMC, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and CMC designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and CMC as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the CMC, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the CMC has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the CMC has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 SUBMITTALS

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

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the CMC'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 CMC's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the CMC to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the CMC that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the CMC for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the CMC.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect, assisted by the CMC, shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the CMC; receive from the CMC and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the CMC, issue a final Certificate for Payment based upon a final visit indicating, that in the opinion of the Architect, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits shall be conducted with the Owner and CMC 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 CMC and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the CMC and Architect, and after certification by the CMC and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)	Architect	

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

4.1.1 Programming

Architect shall provide Programming services in support of the subject project. Programming Services shall include space and adjacency verification.

4.1.7 Civil Engineering

Architect shall provide Civil Engineering services in support of the subject project. Civil engineering services shall include the following:

- In consultation with the Owner and the project team, review the general scope, extent, character and requirements of the project, and advise Owner if additional data or services are recommended.

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- Utilizing the boundary survey, topographic exhibit and concept site plan, all furnished by the Owner, Civil Engineer shall work with the Owner and project team to develop and refine the development plan. That plan will become the base site plan for the design development services.
- Identify the typical requirements of governmental authorities having jurisdiction over the project. Attend a meeting with local municipal officials to discuss the properties and investigate known, observable conditions which might affect the development of the site from an engineering standpoint.
- Investigate and review information regarding available potable water systems and available sanitary sewer systems. Investigate storm water detention/discharge requirements.
- Provide Owner consultation during the design process including attendance at a maximum of two design group meetings.
- Utilizing the site plan developed, prepare preliminary engineering design documents which will include some or all of the following: the concept design layout for sanitary sewer, water main, and storm drainage, roadway, driveway and other paved surface design and preliminary grading concepts.
- Based on the information contained in the preliminary engineering documents, prepare a preliminary opinion of probable construction cost for site improvements.
- Prepare final engineering construction design documents and specifications which will include the following: the design layout for sanitary sewer, water main, and storm drainage, storm water retention, roadway, driveway and other paved surface design, grading final design and SWPP plan.
- Assist in the preparation of permits for sanitary sewer and erosion control.
- Based on information provided by the Owner, prepare a technical submittal for the City of Aurora in support of the Owner's building permit application. Technical submittals to other agencies may be provided if required at additional cost and by written amendment of this agreement.

4.1.8 Landscape Architecture

Subject to Section 4.3, the Architect's responsibility to provide Landscape Design Services commences with written authorization by the Owner. The Architect shall provide Landscape Architecture Services for landscape construction and planting materials. These services will include the development of the site for the plantings, pedestrian circulation, handicap access, public and staff entry plaza, hardscape and softscape elements, landscape grading, details and technical specifications.

4.1.9 Interior Design Services

The Architect shall provide interior space planning and selection of interior finishes correlating to the building plan. The Interiors scope of work shall include the planning of interior rooms and spaces, coordinating such spaces with furniture and equipment layouts, developing the aesthetic character of the interior spaces, and selecting material finishes, colors, and decorative lighting of each space as required. The stages of development of the interior design shall be consistent with the architectural design phases and services shall include documenting design concepts, writing technical specifications for finish selections, and bidding such work in the same bid package as the primary building scope of work.

4.1.20 Telecommunications/data design

Architect shall provide Telecommunications, Audio/Visual/Paging and Security Services in support of the subject project. Telecommunications, Data, and Security Services shall include the following:

- The design will be in accordance to any telecommunications standards currently established by the City of Aurora.

- The design will be in accordance to ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, ect.).
- The telecommunications design shall include:
 - Telecommunications and equipment room layouts
 - Horizontal Cabling
 - Intra-building backbone
 - Grounding system
 - 120VAC power coordination
 - Thermal management and cooling requirements for equipment rooms
 - Necessary conduit/cable tray pathways required to support the horizontal cabling system
- Audio/Visual/Paging System will be designed in accordance to any Audio/Visual standards currently established by the City of Aurora.
- The Audio/Visual/Paging design to support the following areas:
 - Dayroom
 - Dining
 - Facility paging/Zetron Notification coordination and infrastructure design.
- Security System will be design in accordance to any Security standards currently established by the City of Aurora.
- The Security design to support the following areas:
 - Access control
 - Alarm Monitoring
 - CCTV

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner or CMC, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner or CMC not rendered in a timely manner or any other failure of performance on the part of the Owner, CMC or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or CMC;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

- .12 Making revisions in Drawings, Specifications, or other documents, when such revisions are required because the CMC's estimate of the Cost of the Work exceeds the Owner's budget at the end of the Design Development or Construction Documents Phases, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

Int.

- .5 Evaluating substitutions proposed by the Owner or CMC and making subsequent revisions to Instruments of Service resulting therefrom (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner).

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

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 twenty-two (22) visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) visits 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 (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .4 two (2) visits for any portion of the Work to determine final completion (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed by November 30, 2016, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

Int.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

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

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the CMC's Application for Payment or to ascertain how or for what purpose the CMC has used the money to be paid by or on behalf of the Owner.

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

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

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

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

(Paragraphs deleted)

§ 5.13 The Owner shall retain a Construction Manager at Risk (CMC) to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.14 The Owner shall furnish the services of a Construction Manager at Risk (CMC) that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.15 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

Service or any other information or documentation in digital form, they shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 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 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. 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 CMC, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner or Architect rightfully terminates this Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify 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.

§ 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. 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. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 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.

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§ 8.2 MEDIATION

§ 8.2.1 The parties agree to make every effort to resolve disputes between themselves in good faith. Where they agree it would be helpful, the parties agree to use the services of one or more Mediators recognized by the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, with the costs of such service being paid equally by both parties.

§ 8.2.2 Where differences arise between parties which cannot be resolved between them or with the assistance of mediation as described in § 8.2.1 above, then the matter will be resolved through litigation in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois subject to terms contained in § 8.2.4

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

(Paragraph deleted)

Litigation in a court located in Circuit Court of Kane County. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(Paragraph deleted)

Other *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 Intentionally omitted

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois. .

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) to the extent required by local, state and/or federal law.

ARTICLE 11 COMPENSATION

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

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

A stipulated sum of One Hundred Forty Thousand (\$140,000.00)

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§ 11.2 For Additional Services designated in Section 4.1, 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.)

Programming = Two Thousand Eight Hundred (\$2,800.00)
 Civil Engineering = Twenty Eight Thousand (\$28,000.00)
 Interior Design Services = Six Thousand Five Hundred (\$6,500.00)
 Telecommunications/data design = Thirteen Thousand (\$13,000.00)

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Subject to Section 4.3, the Architect's responsibility to provide the following services commences with written authorization by the Owner.

Landscape Design = Fifteen Thousand Six Hundred Forty (\$15,640.00)
 Bidding or Negotiation = Eight Thousand Six Hundred and Sixty Four (\$8,664.00)
 Construction Administration = Seventy Seven Thousand Nine Hundred Seventy Six (\$77,976.00)

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

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

Schematic Design Phase	Twenty-five percent (25	%)
Design Development Phase	Thirty-five percent (35	%)
Construction Documents Phase	Forty percent (40	%)
<hr/>			
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See attached Architect's Standard Hourly Rates.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants not to exceed \$2,000.00

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The interest rate of one and one percent (1.0%) simple interest per month shall be applied to all past due invoices.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to \$1 million. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§12.2 In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

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§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement.

§ 12.5 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§12.6 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§12.6.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Architect shall bear the burden of such costs; provided said costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract.

§12.7.1 Intentionally omitted

§12.8 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§12.8.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§12.8.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and

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against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§12.8.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§12.8.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§12.8.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§12.9 INDEMNITY FOR DEVIATIONS

§12.9.1 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

§12.10 CREDIT AND PUBLICITY

§12.10.1 Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

§12.11 JOB SITE SAFETY

§12.11.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs deleted)

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

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

DOUGLAS A. PFEIFFER OFFICE DIRECTOR
(Printed name and title)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:11:46 on 08/31/2015.

PAGE 1

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Fifteen
(In words, indicate day, month and ~~year~~ year)

...

(Name, ~~legal status~~, address and other information)

City of Aurora
44 E. Downer Place
Aurora, IL 60505

...

Telephone Number: (630) 256-4000

...

(Name, ~~legal status~~, address and other information)

Dewberry Architects Inc.
25 South Grove Ave.
Suite 500
Elgin, IL 60120
Telephone Number: (847) 695-5840

...

City of Aurora Fire Station 7
824 Kenilworth Ave.
Aurora, IL 60506
Architectural and Engineering services to design a new replacement fire station for the City of Aurora on the existing site of station #7.

PAGE 2

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

Initial Information:

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

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User Notes:

(1249273155)

(Paragraph deleted)

Provide Architectural and Engineering design services for a new Fire Station to replace the current Station #7. The new Fire Station will be located on the same site as the existing Station #7 and will be approximately 10,000 s.f. with three double deep bays. Estimated construction budget of \$3.0 million.

...

April 4, 2016

...

November 8, 2016

...

§ 1.4 The Owner intends to retain R.C. Wegman Construction as Construction Manager at Risk, referred to as CMC, and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.5 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

PAGE 3

\$5,000,000 aggregate; \$1,000,000 per occurrence

...

\$1,000,000 per occurrence

...

Statutory Limit

...

.4 Professional Liability

\$2,000,000 per claim/aggregate

.5 Employer's Liability

\$1,000,000 aggregate; \$1,000,000 per occurrence

PAGE 4

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

...

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

...

§ 3.1.7 The parties agree that appropriation of funds to proceed with actual construction of the fire station is a condition precedent to commencement of construction related services contained herein. Accordingly, irrespective of any term and conditions contained herein relating to construction-related services, nothing in this Agreement is intended to bind the Owner, in any way, to obligations other than design services in an amount not to exceed one hundred ninety-two thousand three hundred dollars (\$192,300.00). The parties agree that any services Owner may wish to secure with Architect, CMC, or other parties relating to the actual construction of the fire station, including, but without limitation, services provided in Sections 3.3 through 3.6 and 11.3, shall not be effective until Architect receives prior written authorization from Owner.

PAGE 5

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. Total of three (3) designs through Schematic Design.

...

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

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

§ 3.2.8 The CMC is responsible for cost estimation at the end of the Schematic Design Phase Services.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall 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-mechanical,~~ electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.3.4 The CMC is responsible for cost estimation at the end of the Design Development Phase Services.

...

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work, submit the Construction Documents to the Owner, and request the Owner's approval.

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

PAGE 6

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner and the Owner's CMC in obtaining bid. The Owner's CMC shall, with the Owner's approval, award and prepare contracts for construction.~~

~~§ 3.5.2 COMPETITIVE BIDDING~~

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

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

- ~~.1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~.2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~.3 — organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~.5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

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

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

- ~~1~~—procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- ~~2~~—organizing and participating in selection interviews with prospective contractors; and
- ~~3~~—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.1.1 Subject to Section 4.3, the Architect's responsibility to provide Bidding or Negotiation Phase Services commences with the written authorization by the Owner and terminates on the date the award of Contract for Construction.

...

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with written authorization by the Owner and the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, a total of twenty-two (22) times at intervals appropriate to the state of construction, as identified in Article 12, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents ~~Documents and the construction schedule~~. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) ~~known-observed~~ deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner 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 recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the CMC, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and ~~Contractor~~ CMC designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and ~~Contractor~~ CMC as provided in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect, an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the CMC, the Architect shall review and certify the application as follows:~~

- ~~.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the CMC has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.~~
- ~~.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the CMC has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.~~

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

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. issuance of a Certificate for Payment or a Project 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.~~

...

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

~~§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's CMC'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~~ CMC's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the ~~Contractor~~ CMC to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the ~~Contractor~~ CMC that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

PAGE 8

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

...

§ 3.6.5.1 The Architect ~~may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.~~ Subject to the provisions of Section 4.3, the Architect shall prepare, shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the CMC for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect ~~shall maintain records relative to changes in the Work.~~ may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the CMC.

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

...

§ 3.6.6.1 The Architect ~~shall conduct inspections.~~ Architect, assisted by the CMC, shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, Completion prepared by the CMC; receive from the CMC and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the CMC, issue a final Certificate for Payment based upon a final inspection-indicating-visit indicating, that in the opinion of the Architect, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections~~ site visits shall be conducted with the Owner and CMC 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 CMC and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially ~~complete,~~ complete by the CMC and Architect, and after certification by the CMC and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ ~~3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) ~~consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;~~ (2)

affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

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§ 4.1.1 Programming (B202™ 2009) <u>4.1.1 Programming</u>	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™ 2008)information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™ 2008)project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed-Record As-designed record drawings	Not Provided	
§ 4.1.15 As-Constructed-Record As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™ 2012)(B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, Finishings, and Equipment Design (B253™-2007)	Architect	

4.1.1 Programming

Architect shall provide Programming services in support of the subject project. Programming Services shall include space and adjacency verification.

4.1.7 Civil Engineering

Architect shall provide Civil Engineering services in support of the subject project. Civil engineering services shall include the following:

- In consultation with the Owner and the project team, review the general scope, extent, character and requirements of the project, and advise Owner if additional data or services are recommended.
- Utilizing the boundary survey, topographic exhibit and concept site plan, all furnished by the Owner, Civil Engineer shall work with the Owner and project team to develop and refine the development plan. That plan will become the base site plan for the design development services.
- Identify the typical requirements of governmental authorities having jurisdiction over the project. Attend a meeting with local municipal officials to discuss the properties and investigate known, observable conditions which might affect the development of the site from an engineering standpoint.
- Investigate and review information regarding available potable water systems and available sanitary sewer systems. Investigate storm water detention/discharge requirements.
- Provide Owner consultation during the design process including attendance at a maximum of two design group meetings.
- Utilizing the site plan developed, prepare preliminary engineering design documents which will included some or all of the following: the concept design layout for sanitary sewer, water main, and storm drainage, roadway, driveway and other paved surface design and preliminary grading concepts.
- Based on the information contained in the preliminary engineering documents, prepare a preliminary opinion of probable construction cost for site improvements.
- Prepare final engineering construction design documents and specifications which will include the following: the design layout for sanitary sewer, water main, and storm drainage, storm water retention, roadway, driveway and other paved surface design, grading final design and SWPP plan.
- Assist in the preparation of permits for sanitary sewer and erosion control.
- Based on information provided by the Owner, prepare a technical submittal for the City of Aurora in support of the Owner's building permit application. Technical submittals to other agencies may be provided if required at additional cost and by written amendment of this agreement.

4.1.8 Landscape Architecture

Subject to Section 4.3, the Architect's responsibility to provide Landscape Design Services commences with written authorization by the Owner. The Architect shall provide Landscape Architecture Services for landscape construction and planting materials. These services will include the development of the site for the plantings, pedestrian circulation, handicap access, public and staff entry plaza, hardscape and softscape elements, landscape grading, details and technical specifications.

4.1.9 Interior Design Services

The Architect shall provide interior space planning and selection of interior finishes correlating to the building plan. The Interiors scope of work shall include the planning of interior rooms and spaces, coordinating such spaces with furniture and equipment layouts, developing the aesthetic character of the interior spaces, and selecting material finishes, colors, and decorative lighting of each space as required. The stages of development of the interior design shall be consistent with the architectural design phases and services shall include documenting design concepts, writing technical specifications for finish selections, and bidding such work in the same bid package as the primary building scope of work.

4.1.20 Telecommunications/data design

Architect shall provide Telecommunications, Audio/Visual/Paging and Security Services in support of the subject project. Telecommunications, Data, and Security Services shall include the following:

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- The design will be in accordance to any telecommunications standards currently established by the City of Aurora.
- The design will be in accordance to ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, ect.).
- The telecommunications design shall include:
 - Telecommunications and equipment room layouts
 - Horizontal Cabling
 - Intra-building backbone
 - Grounding system
 - 120VAC power coordination
 - Thermal management and cooling requirements for equipment rooms
 - Necessary conduit/cable tray pathways required to support the horizontal cabling system
- Audio/Visual/Paging System will be designed in accordance to any Audio/Visual standards currently established by the City of Aurora.
- The Audio/Visual/Paging design to support the following areas:
 - Dayroom
 - Dining
 - Facility paging/Zetron Notification coordination and infrastructure design.
- Security System will be design in accordance to any Security standards currently established by the City of Aurora.
- The Security design to support the following areas:
 - Access control
 - Alarm Monitoring
 - CCTV

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner or CMC, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner or CMC not rendered in a timely manner or any other failure of performance on the part of the Owner, CMC or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or CMC;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Making revisions in Drawings, Specifications, or other documents, when such revisions are required because the CMC's estimate of the Cost of the Work exceeds the Owner's budget at the end of the Design Development or Construction Documents Phases, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .1 Reviewing a ~~Contractor's~~ CMC's submittal out of sequence from the submittal schedule agreed to by the Architect; the Architect (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .2 Responding to the ~~Contractor's~~ CMC's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the ~~Contractor~~ CMC from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, ~~Contractor-prepared~~ CMC-prepared coordination drawings, or prior Project correspondence or ~~documentation~~; documentation (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of ~~Contractor's~~ CMC's proposals and supporting data, or the preparation or revision of Instruments of Service; of Service (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);

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- .5 Evaluating substitutions proposed by the Owner or ~~Contractor~~ CMC and making subsequent revisions to Instruments of Service resulting ~~therefrom~~; therefrom (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 ~~To the extent the Architect's Basic Services are affected, providing~~ Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is ~~earlier~~ earlier (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner).

...

- .1 ~~two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 ~~twenty-two~~ (22) visits to the site by the Architect over the duration of the Project during construction
- .3 (~~—~~) inspections ~~two~~ (2) visits 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 (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .4 (~~—~~) inspections ~~two~~ (2) visits for any portion of the Work to determine final completion (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~()~~ months of the date of this Agreement, by November 30, 2016, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

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§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the CMC's Application for Payment or to ascertain how or for what purpose the CMC has used the money to be paid by or on behalf of the Owner.

...

ARTICLE 6 — COST OF THE WORK

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

~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner~~

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

§ 5.13 The Owner shall retain a Construction Manager at Risk (CMC) to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.14 The Owner shall furnish the services of a Construction Manager at Risk (CMC) that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.15 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to and maintaining, the Project, provided that the Owner substantially performs its obligations, including

prompt payment of all sums when due, under this Agreement. 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 CMC, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner or Architect rightfully terminates this Agreement for cause as provided in Section 9.4, Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement ~~within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such ~~insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction-Insurance.~~ 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. The nature of the conduct that causes the damage shall not vitiate this waiver.

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§ 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.~~ The parties agree to make every effort to resolve disputes between themselves in good faith. Where they agree it would be helpful, the parties agree to use the services of one or more Mediators recognized by the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, with the costs of such service being paid equally by both parties.

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

~~the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Where differences arise between parties which cannot be resolved between them or with the assistance of mediation as described in § 8.2.1 above, then the matter will be resolved through litigation in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois subject to terms contained in § 8.2.4~~

...

Arbitration pursuant to Section 8.3 of this Agreement

~~Litigation in a court of competent jurisdiction~~ Litigation in a court located in Circuit Court of Kane County. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

Other (Specify)

Other (Specify)

...

§ 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;~~

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~~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.~~

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

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

...

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

...

§ 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 or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

...

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

~~§ 10.6 Unless otherwise required in this Agreement, the Architect. The Architect and Architect's consultants 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. information, or (4) to the extent required by local, state and/or federal law.

...

A stipulated sum of One Hundred Forty Thousand (\$140,000.00)

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Programming = Two Thousand Eight Hundred (\$2,800.00)
Civil Engineering = Twenty Eight Thousand (\$28,000.00)
Interior Design Services = Six Thousand Five Hundred (\$6,500.00)
Telecommunications/data design = Thirteen Thousand (\$13,000.00)

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

...

Subject to Section 4.3, the Architect's responsibility to provide the following services commences with written authorization by the Owner.

Landscape Design = Fifteen Thousand Six Hundred Forty (\$15,640.00)
Bidding or Negotiation = Eight Thousand Six Hundred and Sixty Four (\$8,664.00)
Construction Administration = Seventy Seven Thousand Nine Hundred Seventy Six (\$77,976.00)

Hourly basis in accordance with attached Architect's Standard Hourly Rates, or as negotiated.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty-five</u>	percent (<u>25</u>	%)
Design Development Phase	<u>Thirty-five</u>	percent (<u>35</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase		percent (%)
Construction Phase		percent (%)

...

See attached Architect's Standard Hourly Rates.

<u>Employee or Category</u>	<u>Rate</u>
-----------------------------	-------------

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent ()~~ of the expenses incurred not to exceed \$2,000.00

...

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

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

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) 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.

...

%—The interest rate of one and one percent (1.0%) simple interest per month shall be applied to all past due invoices.

...

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to \$1 million. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§12.2 In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement.

§ 12.5 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§12.6 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§12.6.1 Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an

excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Architect shall bear the burden of such costs; provided said costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract.

§12.7.1 Intentionally omitted

§12.8 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§12.8.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§12.8.2 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§12.8.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§12.8.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§12.8.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence

§12.9 INDEMNITY FOR DEVIATIONS

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§12.9.1 The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

§12.10 CREDIT AND PUBLICITY

§12.10.1 Owner agrees, and will obtain a similar agreement from the Contractor, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

§12.11 JOB SITE SAFETY

§12.11.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety or means, methods and procedures of performing the Work.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

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

~~3~~

2 Other documents:

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



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

I, Douglas A Pfeiffer, Office Director, 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 15:11:46 on 08/31/2015 under Order No. 6563709714_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) 

(Title) OFFICE DIRECTOR

(Dated) 8-31-15