

BILL NO. 489

ORDINANCE NO. 470

INTRODUCED BY: Trustees Slama, Fortune, Graves, Whitmore and Eisenhauer

**AN ORDINANCE APPROVING A MUNICIPAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF TWIN OAKS AND  
ARCHIMAGES, INC.**

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**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF TWIN  
OAKS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Trustees hereby approves, and the Chairman is hereby authorized to execute, a contract on behalf of the Village of Twin Oaks with Archimages, Inc. ("Consultant"), for design, construction administration and related services as more fully set forth in the agreement. The agreement shall be in substantially the form of the contract marked "Exhibit 1" attached hereto and incorporated herein and made a part of this Ordinance as if set forth in fully herein.

**Section 2.** Compliance with State Immigration Statutes. As a condition for the award of this Contract, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be substantially in the form provided in Exhibit 2. The Consultant shall not be required to provide these affidavits to the Village if such affidavits have been previously provided to the Village within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo. Pursuant to Section 208.009 R.S.Mo., the Consultant shall provide at the time of submission of any bid affirmative proof that the Applicant for the Consultant is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Consultant (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Consultant, and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

**Section 3.** This ordinance having been read by title or in full two times prior to passage, shall be in full force and effect from and after its passage and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

PASSED and APPROVED this 18 day of November, 2015.

  
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Ray Slama, Chairman  
Board of Trustees

ATTEST:

  
Kathy A. Runge  
Village Clerk/Controller

First Reading: 11-18-2015

Second Reading: 11-18-2015

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the ninth day of November in the year two thousand fifteen.  
*(In words, indicate day, month and year.)*

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

Village of Twin Oaks  
1393 Big Bend Road, Ste F.  
Twin Oaks, MO 63021  
Attn: Kathy Runge

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

Archimages, Inc.  
143 W. Clinton Place  
St. Louis, MO 63122

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

Proposed Village Center located at 1381 Big Bend Road, Twin Oaks, MO 63021

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 and in optional Exhibit A, Initial Information:

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

| See exhibit 'A' for detailed scope of services.

§ 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:

| TBD

- .2 Substantial Completion date:

| TBD (Such dates will be added by the parties after the construction schedule is approved.)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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§ 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

\$1,000,000.00 each occurrence  
\$2,000,000.00 general aggregate

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$2,000,000.00 (minimum)

Architect shall maintain the professional liability coverage in effect after completion of the Project for no less than 2 years after completion. The insurance shall insure against any and all liabilities resulting from the failure to comply with the standard of care or negligent errors or omissions of Architect and its employees, and Architect's Consultants in performing the services for the Project. The Architect is responsible for any deductible on any insurance coverage. The Architect shall deliver to Owner evidence of all required insurance before commencement of the Services.

§ 2.6 To the fullest extent permitted by law, Architect shall indemnify and hold Owner and its officers, officials and employees harmless from and against any and all actual damages, losses, liabilities, costs, judgments, and expenses, including actual attorneys' fees and expenses, arising out of the services performed for this Project, to the extent caused by the negligent acts, errors, and omissions (including any negligence in failing to comply with Architect's duties under this Agreement) of Architect, any consultant of Architect, or any employee or contractor of consultant or Architect engaged by Architect or for whom Architect is liable under law.

§ 2.7 The Architect shall be responsible for all services provided by the Architect's consultants, and shall be responsible for coordinating such services as necessary to meet the schedule established by the Agreement and approved by the Owner. The consultants who are selected by Architect in connection with the performance of the services required by Architect pursuant to this Agreement may be collectively referred to as the "Architect's Consultants".

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this 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 date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 Schematic design services to be provided as outlined as Phase 1 in Exhibit 'A'.

*(Paragraphs deleted)*

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Design Development services to be provided as outlined as Phase 2 in Exhibit 'A'.

*(Paragraphs deleted)*

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES (as outlined as Phase 3 in Exhibit 'A')

§ 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.

§ 3.4.1.1 The Construction Documents shall include drawings, plans, specifications and other documents needed for each component of the Project, including all architectural and other elements included as part of the Architect's Basic Services in sufficient detail to allow the Contractor engaged by Owner to construct the Project in compliance with applicable laws.

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§ 3.4.1.2 Architect shall be responsible for the professional quality, accuracy and the coordination of all designs, drawings, specifications and other services and Instruments of Service provided by the Architect or the Architect's Consultants hereunder. The Architect agrees that any errors, omissions or other defects in any drawings, specifications or other Instruments of Service prepared or provided by the Architect will be corrected, with reasonable promptness, as part of the Architect's Basic Services, without any charge to Owner. Architect is also responsible to the Owner for any damages or costs incurred by such error, omission or defect which arises from Architect's failure to comply with this Agreement.

§ 3.4.1.3 The final Construction Documents for the Project shall include, but not be limited to: (a) civil and site development drawings required for construction of the new Village Center (including utility services); (b) drawings for the construction of the project (including structural drawings); (c), drawings for building mechanical services, plumbing systems, water systems, drainage systems and HVAC systems; (d) drawings for building electrical services, including lighting, power, security, fire alarm, emergency lighting, outside lighting, equipment and machinery power, supplies and outlets and data, telephone, audiovisual and related communications services; (e), performance criteria specifications for fire protection systems, security systems; (f) landscaping, (g) evaluation and documentation of existing conditions at the site; and (h) drawings for finish design. Architect acknowledges Owner is relying on the Architect's skill and judgment, and performance in accordance with the standard of care to provide Construction Documents. All Instruments of Service shall comply with federal, state and local laws, regulations, ordinances and codes.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner 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) 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.

*(Paragraph deleted)*

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

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES (as outlined as Phase 3 in Exhibit 'A')

### § 3.5.1 GENERAL

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

### § 3.5.2 COMPETITIVE BIDDING (as outlined as Phase 3 in Exhibit 'A')

§ 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.

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*(Paragraphs deleted)*

**§ 3.6 CONSTRUCTION PHASE SERVICES (as outlined as Phase 4 in Exhibit 'A')**

**§ 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, if applicable, in AIA Document A201 – 2007, General Conditions of the Contract for Construction as the same has been modified by Owner (as modified, the "General Conditions"). Any reference in this Agreement to General Conditions of the Contract for Construction, or to the Construction Contract, shall mean the General Conditions executed by Owner and Contractor or Construction Manager. Architect will receive a copy of the General Conditions if altered from the A201 format and provide any necessary alterations as it pertains to the Architects services or responsibilities. The Owner is not required to use any AIA forms, but may use its own construction contract, including modifications to AIA forms, if desired.

**§ 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 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 at intervals appropriate to the stage of construction, 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. 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 deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed and shall endeavor to guard the Owner against defects and deficiencies in the Work.

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

*(Paragraphs deleted)*

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

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 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

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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.

§ 3.6.3.2 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.

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

#### § 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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 to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 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 Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

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

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

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections 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, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect will conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.3 When the Work is found to be substantially complete, 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.

**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. Any items listed below which are identified as part of Exhibit A are Basic Services and not Additional Services. Architect will not perform any services which it considers or which are Additional Services without the prior written approval of Owner, including approval of the scope of the Additional Services, the cost and the timing for such Additional Services. Without such written approval, Architect will not be entitled to any compensation or fees for Additional Services, whether arising under Section 4.1, 4.2, 4.3, or elsewhere.

*(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 (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	Per Exhibit 'A'
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	Not required by client.
§ 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	Cost opinions provided
§ 4.1.12 On-site Project Representation (B207™-2008)	Architect	Per Exhibit 'A'

§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	
§ 4.1.15	As-Constructed Record drawings	Not Provided	By selected GC
§ 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	Architect	Per Exhibit 'A'
§ 4.1.20	Telecommunications/data design	Architect	Per Exhibit 'A'
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	Per Exhibit 'A'
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	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, and Equipment Design (B253™-2007)	Architect	Per Exhibit 'A'

§ 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.

Per Exhibit 'A'. Items identified as not included in fee structure will not be performed.

§ 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.

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§ 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 only with Owner's prior consent in writing. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 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
- .2 Eighteen ( 18 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 Except for force majeure, if the services covered by this Agreement have not been completed within twenty four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. As a condition to claiming Additional Services under Section 4.3.4, Architect shall submit for Owner's approval prior to the agreed date that after such outside date, Architect's services shall be compensated as Additional Services, and setting forth the types, timing and anticipated costs of such 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.

§ 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.

§ 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.

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

§ 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 it knows will 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.

## 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 Competitive Bidding Phase (§ 3.5.2) Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. In addition, Owner may use the Instruments of service for purposes related to this Agreement, such as enforcing Owner's rights under this Agreement in the event of any dispute or claim or to complete or continue the Project in the event of any default by Architect or any termination (excluding a termination under Section 9.1).

§ 7.3.1 In the event the Owner uses the Instruments of Service contrary to this Agreement 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 terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

*(Paragraph deleted)*

### § 8.2 MEDIATION

*(Paragraph deleted)*

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Init.

### § 8.3 ARBITRATION

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

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

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

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

### § 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

## 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 Unless due to force majeure, 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. If termination is pursuant to this Section and/or § 6.6.3, then there shall be no termination expenses incurred by Owner.

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

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

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

§ 9.9 If this Agreement is terminated by the Owner without cause or is properly terminated by the Architect as provided herein, the Architect shall be entitled to compensation, in such amounts as required by the Agreement, for all Basic Services and Additional Services properly performed by the Architect up through the date of termination. Such amounts shall be paid to the Architect within thirty (30) days after such termination.

§ 9.10 In the event this Agreement is terminated by Owner pursuant to Section 9.4 or is improperly terminated by the Architect, the Architect shall not be entitled to any further compensation pending resolution of such dispute or termination. Architect shall be liable to the Owner for all, liabilities and damages incurred by the Owner which directly result from the Architect's negligent errors or omissions or breach of this Agreement (including reasonable attorney's fees and court costs and the costs of completing the Architect's services required by this Agreement). After all such damages which Owner is entitled to receive have been paid, the Architect shall be entitled to the amount, if any, remaining due to the Architect (after deducting such damages) for any Basic and Additional Services performed by the Architect up through the date of termination. A termination by the Owner pursuant to Section 9.4 which is later determined to be wrongful shall be considered a termination without cause (and subject to Section 9.6) plus any and all expenses incurred by the Architect (including reasonable attorney's fees and court costs) due to the wrongful termination process. The Architect's sole rights and remedies in the event of any termination of this Agreement shall be those set forth in this Section 9.

§ 9.11 In the event of termination of this Agreement for any reason, the Architect shall deliver to Owner a complete set of all original drawings (including original renderings, special art work, and models), auto cad files and specifications prepared for the Project by the Architect prior to the date of termination, within seven (7) days after payment for all services rendered up to the date of termination, except as provided in Section 9.10 following a termination due to Architect's breach or default of this Agreement. Owner shall have the right to use Instruments of Service for the completion of the Project and for information and reference in connection with Owner's use and occupancy of the Project. If this Agreement is terminated by Owner because of the Architect's errors or omissions or breach of the standard of care in this Agreement, Owner may use such drawings for completion of the Project without compensating the Architect except as provided in this Article 9.2 and pursuant to Section 7.3.1.

§ 9.12 All remedies and rights of Owner are cumulative and are in addition to and not a limitation of all remedies available to Owner at law or in equity.

§ 9.13 Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provision hereof, and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 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.

§ 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, if applicable.

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

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

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

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

§ 10.7 The Architect shall not have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials without Owner's consent. 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.

**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.)*

(AI)	Architectural/Interiors	\$66,700.00
(CEDC)	Civil (Alta, SDP, CD's, CA)	\$22,000.00
(KPPF)	Structural	\$ 7,500.00
(L.T.)	Landscape	\$ 2,500.00
(H&S)	MEP, FP	\$30,000.00
(H&S/AI)	Low Voltage/Technology	\$11,500.00
(AI)	Furniture, Signage, Art	\$ 9,600.00

Guaranteed Maximum Fees as outlined above to be billed hourly at rates stipulated in Exhibit 'B'.

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

Init.

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

Once a scope is agreed to by both, the architect and the client, a guaranteed maximum fee will be developed by the architect for approval.

§ 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.)*

Once a scope is agreed to by both, the architect and the client, a guaranteed maximum fee will be developed by the architect for approval.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( 10 %), or as otherwise stated below:

A separate GM Fee will be developed if additional consultants work requires additional efforts by Archimages.

§ 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:

*(Paragraph deleted)*

*(Table deleted)*

§ 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 Exhibit 'B'.

**Employee or Category**

**Rate**

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .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 plus ten percent ( 10 %) of the expenses incurred.

**§ 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:

| Payment of services to date plus a fee (TBD) based on level of completion of the documents.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

| **§ 11.10.1** An initial payment of zero dollars (\$ 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 thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

| 7 % per annum

**§ 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:

| Reference Exhibits 'A' & 'B'.

**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

.2

| *(Paragraphs deleted)*

Other documents:

Exhibits 'A', 'B', and 'C' attached.

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

**OWNER**

*Roy Slama*

*(Signature)*

**Roy Slama, Chairman**

*(Printed name and title)*

**ARCHITECT**

*R. Gregory Garner*

*(Signature)*

**R. Gregory Garner, Principal**

*(Printed name and title)*

Init.



## EXHIBIT 'A'

September 17, 2015

Village of Twin Oaks  
 1393 Big Bend Road, Ste F.  
 Twin Oaks, MO 63021  
**Attn: Kathy Runge**

**RE: Architectural / Engineering Services Proposal  
 Proposed Village Center  
 Project No. 15089**

This agreement authorizes **Archimages, Inc.** to provide Architectural, Interior Design and/or Planning Services for the project named above. The general Scope of Work and Fee basis is as described below. Consultant's Fees and Fee advance requirements are included only as specified.

Dear Kathy,

I am pleased to submit the attached proposal to provide your City with professional design services for the proposed new Village Center located in Twin Oaks, Missouri. I have included a comprehensive team of consultant's that together with Archimages has accomplished over 40 municipal projects together. I welcome your review of the proposal and service levels and look forward to working with your team on this exciting project.

### Overview/Scope:

The general scope requires site and building design and coordination services for a proposed 3-5,000 sf Village Center to be located on an outparcel at the corner of Big Bend and Highway 141. Property purchase and documentation process will be by the City of Twin Oaks. The following professional services are requested by the City of Twin Oaks.

#### **Services / Disciplines Required:**

<b>Basic:</b>		<b>Detailed:</b>		<b>Req'd / N.I.C.</b>	
Architectural	<input checked="" type="checkbox"/>	Landscape/Irrigation	<input checked="" type="checkbox"/>	Geotechnical	NIC
Interiors	<input checked="" type="checkbox"/>	Technology Coordination		Environmental	NIC
Civil	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	Acoustical	NIC
Structural	<input checked="" type="checkbox"/>	Data	<input checked="" type="checkbox"/>	Construction Mgmt	NIC
M.E.P.	<input checked="" type="checkbox"/>	• Alarm/Security/Camera	<input checked="" type="checkbox"/>	Traffic Study	NIC
Fire Protection	<input checked="" type="checkbox"/>	• AV	<input checked="" type="checkbox"/>	LEED Certification	NIC
Survey		• Furniture Coordination			
• ALTA	<input checked="" type="checkbox"/>	• Existing Inventory	<input checked="" type="checkbox"/>		
• TOPO	<input checked="" type="checkbox"/>	• New Components	<input checked="" type="checkbox"/>		
• Title Eval.	<input checked="" type="checkbox"/>	Site furnishings	<input checked="" type="checkbox"/>		
		• Signage Coordination			
		• Interior	<input checked="" type="checkbox"/>		
		• Exterior	<input checked="" type="checkbox"/>		
		Artwork Coordination	<input checked="" type="checkbox"/>		

## **Local AHJ Experience:**

Archimages is fluent with the regulations and protocols associated with St. Louis County, the Highway Department, and the local utility companies. Our process includes early coordination with necessary agencies so we can identify potential budgetary or schedule impacts. This early contact also sends a positive signal to the agency participants that we respect and acknowledge their regulations, process, and the support their team can offer.

## **Process Phases:**

### **Phase 1 – Program / Conceptual Design Development**

#### **A. Existing Site Conditions Analysis:**

- Conduct on site existing conditions and infrastructure analysis and documentation for the existing site and report findings to Village.
- Existing records and drawings will be utilized in concert with visual inspections and research to provide documentation. Utility accuracy relies on available information.
- Coordinate with City provided geotechnical and environmental studies. Additional studies to be under separate contract to City, if required.
- Provide ALTA survey and topographic documents of site (approx. 2 acres). Provide review of Title search efforts from documents provided by the City.

#### **B. Code and AHJ Coordination / Site Development Zoning:**

- Accessibility, life safety, and building code evaluations will be conducted to identify elements that affect design components.
- Interpretations with local code officials (AHJ's) will be coordinated and documented for client review. Building will be designed to 2015 International Building Codes and 2013 Uniform Plumbing Code with 2009 St. Louis County Amendments.
- Local utility companies will be contacted to discuss capacity and service issues.
- Develop and submit Site Development Plan to SLC/Village.
- Two (2) public presentations are included at this time for P&Z approvals.

#### **C. Programmatic and Space Needs Assessment:**

- Operational program evaluations will be conducted with approved personnel to identify operational, functional, technology, security, and service alternatives. One program document will be produced.
- Public, staff, and equipment adjacencies and flow patterns will be evaluated and alternatives developed to improve efficiency and create dynamic environments for site and building elements.
- Landscape/Signage/Furniture dynamics and alternatives reviewed.
- Coordination with MEP, FP/technology/security systems elements.
- Standby power demands will be determined during design but the building will not have 100% standby power.

#### **D. Budget and Schedule Establishment:**

- Construction and project budgets will be identified utilizing a cost per square feet method.
- We will assist the owner with identification of Owner cost items outside the construction value so that a total budget can be monitored.
- Budgets are not guarantees of future bid values received due to market variations and criteria outside of the design team's control.
- Develop overall project schedule identifying durations of project design and approval steps. Construction Schedule will be developed by the Bidding Contracts.

E. Presentation of completed Phase 1 package for Village review and approval.

F. Two (2) meetings included with the Village for Phase 1.

## **Phase 2**

### **A. Design Documents:**

- Creation of site and building plan/façade options and interior plan alternatives with associated pro's and con's.
- Basic color / material pallet development for exterior and interior elements.
- Coordination with MEP, FP / technology / Security / Landscape systems elements.
- Coordination with AHJ's for compliance.
- Coordinate with Village's equipment and systems vendors.
  - Data rough-in and cat 5 or 6 cable back to IT closet then coiled above the floor in the IT room. Data jacks are included in the design.
  - Phone VOIP cable from a wall jack to IT closet then terminated at a punch down block in the IT room.
  - TV RG6 cable from wall jack to IT closet then terminated at a punch down block in the IT room.
  - CCTV cameras at all exit doors, council chambers, parking lot and 4 wireless cameras in the park on the south side of Big Bend Blvd. Design includes cameras, conduit, monitor and recorder.
  - AV equipment for the Council Chambers consisting of wireless microphones at the council seats and one for the council chamber room, sound system, overhead projector and screen or monitor, connections for operation of the AV equipment and recorder.
- Update budget and schedule documents.
- Quality control / presentation of completed Phase 2 package for Village review and approval.
- Three (3) meetings with the Village are included in Phase 2.

## **Phase 3**

### **A. Construction Documents:**

- Based on approved Design package we will prepare comprehensive construction documents and specifications package for bidding, permits, and construction.
- Full design of Fire Alarm system.
- Fire protection design consisting of a performance criteria specification, showing incoming fire service, zone valves and sprinkler head locations.
- QC process by Design Team of documents.
- Submit to local AHJ's for approval and permit process. Track progress of permit status.
- Assist Owner with advertisement, bidding, and contractor selection and contract process complying with all required Missouri statutes. Final contracts developed by GC.
- One (1) pre-bid meeting and one (1) pre-construction meeting are included.
- We have included a 25%, 50%, and 90% review meeting with the Village in Phase 3.
- Signage design to include design coordination only for location, style, color, and size. Actual permit drawings and permits will be by selected vendor.
- Furniture design/coordination services to include inventory of existing to be relocated, layout and selection of new furnishings for both interior and site areas. Purchase of furniture will be by the Village through separate contracts. Vendor responsible for all shipping, delivery, and scheduling items.
- Equipment (copiers, computers, etc.) by Village.
- Artwork coordination for selection and location is included. Purchase will be direct by the Village. Vendor is responsible for all shipping, delivery, and scheduling issues.

## Phase 4

### **A. Construction Administration Services:**

- Response to Contractor RFI's.
- Review submittals and shop drawings.
- Pay application reviews submitted by General Contractor (1 per month with site visit).
- Construction site visits during construction. One (1) visit per week (18 total) with field reports.
- Punch list development of one phase (1 included).
- One (1) final walk through of completed project. Project close out procedures for manuals/warranties.
- Engineers to make site visits as requested by Archimages.

### **Services not included in fee structure:**

- Signage Permit / Construction Drawings
- LEED / Energy Star Analysis / Certification / Grants / FEMA Shelters
- Environmental Engineering
- Custom Millwork Design
- Geotechnical Services
- Artist Renderings
- This fee proposal does not include any of the fees required by governing agencies for permitting, plan review, recording of documents or connection fees necessary for utility installations or any other fees not mentioned above.
- Furniture / Artwork Purchases
- Traffic Studies / Roadway Design / Signalization
- Off Site Utility / Easement Efforts / Design Efforts (all utilities assumed available at site)
- Site Retaining Walls / Construction Staking
- Lot Consolidation, Variance Procedures
- Sight Distance Studies
- As-built Construction Plans (all disciplines)
- Building automation system or Dispatch Center is not included.

### **Fee:**

Archimages will perform the services outlined in this proposal under a **guaranteed maximum (GM)** fee format. If at the end of the process we have not utilized the entire fee it will result in a cost savings to the owner.

Architectural / Interiors:	\$ 66,700.00
Civil Engineering:	\$ 12,000.00
ALTA / Topographic Survey:	\$ 4,000.00
Site Development Plan:	\$ 6,000.00
Structural:	\$ 7,500.00
Landscape:	\$ 2,500.00
MEP, FP:	\$ 30,000.00
Low Voltage/Technology	\$ 11,500.00
Furniture, Signage, Art	\$ 9,600.00
<b>TOTAL GMF:</b>	<b>\$149,800.00</b>

### **Hourly Rates (See Exhibit 'B')**

Reimbursables will be an additional charge of cost plus 10% and includes, but is not limited to, printing, mileage, long distance phone calls, photographs, courier, plots and artist renderings. Invoices are sent monthly and due upon receipt.

While the fee may be incorporated into a future contract, should the project not proceed or should a more comprehensive contract not be achieved, this agreement will be valid for work performed until the delivery of written notice of termination by either party.

Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

**OWNER:**

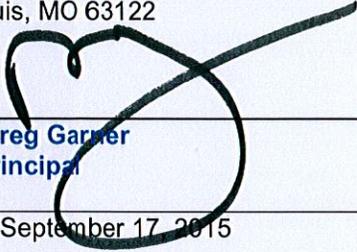
**Village of Twin Oaks**  
1393 Big Bend Road, Ste F  
Twin Oaks, MO 63021

  
By: Kathy Runge

11-18-2015  
Date:

**ARCHITECT:**

**Archimages, Inc.**  
143 W. Clinton Place  
St. Louis, MO 63122

  
By: Greg Garner  
Principal

Date: September 17, 2015

# Hourly Rate Schedule

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Note: The following billing rates are submitted by each team discipline and will be honored for a period of service of 2 years from a formal contract date.

## Archimages, Inc (Architectural)

Principals	\$150.00	Architect	\$ 75.00
Project Manager	\$125.00	Technician	\$ 55.00
Project Architect	\$ 95.00	Administrative	\$ 45.00
Specifications	\$ 95.00		

## Horner & Shifrin, Inc. (MEP, FP Engineers)

Principal	\$190.00	Engineer	\$ 80.00
Project Manager	\$180.00	Drafter	\$ 66.00
Senior Project Engineer	\$138.00	Clerical	\$ 48.00
Project Engineer	\$107.00		

## SSE, Inc (Structural Engineers)

Principal	\$173.00	Staff Engineer	\$ 98.00
Restoration Consultant	\$137.00	CAD Technician	\$ 92.00
Construction Administration	\$130.00	Administrative Assistant	\$ 79.00
Senior Engineer	\$130.00	Clerical	\$ 64.00
Project Engineer	\$114.00		

## CEDC (Civil Engineers)

Principal	\$125.00	Survey	
Civil Engineer	\$100.00	Principal	\$100.00
CAD Technician	\$ 75.00	Project Engineer	\$ 90.00
Administrative	\$ 55.00	Survey Technician	\$ 75.00

## Landscape Technologies (Landscape Architects)

Principal/Designer	\$105.00		
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