

DRAFT AIA® Document B132™ - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

«Upper Dublin Township»« »
«370 Commerce Drive»
«Fort Washington, PA 19034»
«Phone: 215-643-1600»

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

« Godshall Kane O'Rourke Architects, LLC » « »
«300 Brookside Avenue, Building 18, Suite 150 »
«Ambler, PA 19002 »
«Phone: 215-646-2003 »

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

«Upper Dublin Township Public Works Building Reconstruction»
«801 Loch Alsh Avenue»
«Fort Washington, PA 19034»

The Construction Manager:
(Name, legal status, address, and other information)

«D'Huy Engineering, Inc.»« »
«1 East Broad Street»
«Suite 310»
«Bethlehem, PA 18018»
«Phone: 610-865-3000»

The Owner and Architect agree as follows.

1. Architect shall provide all design services, obtain approvals, and prepare documents for bidding and construction purposes for the Upper Dublin Township Public Works Building Reconstruction Project and associated work as further described in this Agreement and the attached Proposal (Exhibit B).
2. That the Construction Manager will review all drawings and information prepared by the Architect and provide Architect with instructions. Design documents and drawings are to be reviewed at approximately 30% and 95% completion. Comments, concerns, changes and all instructions shall be forwarded to the Architect in a timely manner. Architect will comply with all instructions provided and address them in a timely manner. If Architect does not comply with instructions, Owner reserves the right to not process Architect's invoice for payment or withhold appropriate amounts until the items are addressed to Owner's satisfaction.

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.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

The Architect is responsible to read this entire document as it has been modified from the original AIA B132-2019. As a result of modifications, the index may not correlate with all sections and topics.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«The Program has been preliminary outlined in the RFP and its Attachments and shall be finalized through the efforts and expertise of the Architect's team with input from Owner and Construction Manager.»

§ 1.1.2 The Project's physical characteristics:

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

«The Project is the Reconstruction of the Upper Dublin Township Public Works Building and the 3 bay garage addition with a 5 bay alternate. The square footage is 20,165 existing garage with minimal scope, 8,190 SF of major renovations and 7,675 SF or 10,490 SF of additions. The scope of the Project is based on the preliminary program and scope as per the information provided in Option 2 and per the attached proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«The Owner's budget for the Project is outlined in Option 2 and will be further developed in the Design Phase with input from the Owner, Architect and Construction Manager.»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

- «a. Pre-Design Phase: Not Applicable
- b. Design and Approvals Phase: November 2022 – June 2023
- c. Bidding Phase: July 2023 – August 2023
- d. Procurement & Construction Phase: September 2023 – May 2025 »

.2 Construction commencement date:

«September 2023 »

.3 Substantial Completion date or dates:

«May 2025»

.4 Other milestone dates:

- «a. Final Completion shall be no later than June 2025.
- b. All final Milestone dates shall be established by the Construction Manager.
- c. The dates listed are subject to change based on municipal/agency approval timelines only, and only after approval by Owner and Construction Manager.»

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

«Public Competitive Multi-Prime Bid. All published Pennsylvania public bidding requirements shall be a part of the Specifications furnished.»

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

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

- « .1 General Construction
- .2 HVAC Construction
- .3 Electrical Construction
- .4 Plumbing Construction
- .5 Environmental Abatement (by others)»

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

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

«The Owner will establish the Sustainable Objectives for the Project early in the Design Phase; in addition, the Architect shall prioritize energy conservation as a part of the Project design.»

§ 1.1.7.1 Intentionally deleted.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

«Mr. Kurt Ferguson, Township Manager»

«Upper Dublin Township»

«370 Commerce Drive»

«Fort Washington, PA 19034»

«Phone: 215-643-1600»

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

«Construction Manager / Owner's Representative
D'Huy Engineering, Inc.
1 East Broad Street, Suite 310
Bethlehem, PA 18018
Phone: 610-865-3000»

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

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

- .1 Construction Manager and Owner's Representative:

«D'Huy Engineering, Inc.
1 E. Broad Street, Suite 310
Bethlehem, PA 18018
Phone: 610-865-3000»

- .2 Land Surveyor:

«None, not required. Base survey to be provided by Owner.»« »

- .3 Geotechnical Engineer:

«Earth Engineering Incorporated.»« »
«149 Main Street »
«Emmaus, PA 18049 »
«Phone: 610-967-4540 »
« »

- .4 Civil Engineer:

«To be retained under Architect's consultants.»« »
« »
« »
« »
« »

- .5 Other consultants and Contractors:

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

«Environmental Abatement Consultant:

Environmental, if required - TBD

Owner intends to retain the following additional professionals:

- Construction Testing and Special Inspections Professional
- Commissioning Verification Authority
- Testing-Adjusting-Balancing Professional»

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

« Kevin Godshall »
« Godshall Kane O'Rourke Architects, LLC »
« 300 Brookside Avenue Building 18 »

« Suite 150 »
« Ambler, PA 19002 »
« Phone: 215-646-2003 »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«D’Huy Engineering, Inc. »« »
«1 E. Broad Street »
«Suite 310 »
«Bethlehem, PA 18018 »
«Phone: 610-865-3000 »

.2 Mechanical, Electrical, Plumbing (MEP) and Technology Engineer:

«D’Huy Engineering, Inc. »« »
«1 E. Broad Street »
«Suite 310 »
«Bethlehem, PA 18018 »
«Phone: 610-865-3000 »

.3 Civil and Landscaping Consultant:

«Terraform Engineering, LLC »« »
«1 E. Broad Street »
«Suite 330 »
«Bethlehem, PA 18018 »
«Phone: 484-895-4632 »

§ 1.1.12.2 Consultants retained under Supplemental Services

«Architect’s consultants shall be included as part of Basic Services. No additional consultants are to be retained under Supplemental Services without the express written consent of the Owner.»

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

«The Architect’s team of key personnel performing the various services, including consultants, are listed above. The Architect shall not replace any key personnel or consultants assigned to the Project without Owner’s approval which shall not be unreasonably withheld.»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term “Contractors” refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term “Contractors” is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

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

§ 2.2 The Architect 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 provide its services in conjunction with the services of the Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$«1,000,000») for each occurrence and «two million dollars» (\$«2,000,000») in the aggregate for bodily injury and property damage. The Architect shall provide a per project endorsement to its Comprehensive General Liability Policy aggregate.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$«1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers’ Compensation with policy limits not less than one million dollars (\$1,000,000).

§ 2.6.5 Employers’ Liability with policy limits not less than «one million dollars» (\$«1,000,000») each accident, «one million dollars» (\$«1,000,000») each employee, and «one million dollars» (\$«1,000,000») policy limit.

§ 2.6.6 Professional Liability covering the Architect’s negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «three million dollars» (\$ «3,000,000») per claim and in the aggregate. The terms, conditions, and provisions of the Professional Liability insurance shall be subject to final review and approval of the Owner.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in the below Basic Services chart provided as part of this Section, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Architect's Basic Services shall also include those of the consultants to be retained under Basic Services listed under Section 1.1.12.1 of this Agreement.

Basic Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 3.1.1.1 Programming	Architect, Owner, CM
§ 3.1.1.2 Multiple preliminary designs	Architect
§ 3.1.1.3 Measured drawings	Architect
§ 3.1.1.4 Existing facilities surveys	Architect
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for Construction and post construction use	Architect, with transfer to Contractor
§ 3.1.1.8 Civil engineering	Architect
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Architect & Construction Manager
§ 3.1.1.12 Cost estimating	Construction Manager
§ 3.1.1.13 On-site project representation	Construction Manager
§ 3.1.1.14 Conformed documents for construction	Architect
§ 3.1.1.15 As-designed record drawings	Architect
§ 3.1.1.16 As-constructed record drawings	Contractor, with transfer to Architect
§ 3.1.1.17 Post-occupancy evaluation	Architect & Construction Manager
§ 3.1.1.18 Telecommunications/data design	Architect
§ 3.1.1.19 Security evaluation and planning	Architect
§ 3.1.1.20 Furniture, furnishings, and equipment design	Architect

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and Construction Manager, 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, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances

for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect, in conjunction with Civil Engineer, shall prepare plans and paperwork required for applicable agency approvals and will attend applicable approval agency meetings so as to obtain approvals for the Project. The Architect's Basic Services shall include attendance at meetings with the Commonwealth of Pennsylvania or any agency of the Commonwealth, municipalities, authorities, zoning boards, planning commissions and other reviewing bodies.

§ 3.1.8 The Architect shall, through its consultants, coordinate the preparation and submission of all drawings, applications, calculations and reports required to obtain approvals of all approval agencies and utility companies or authorities as it relates to Architect Scope. The requirements of the approval agencies and utility companies or authorities shall be documented on the construction documents and included as part of the Project cost.

§ 3.1.9 The Architect, as part of Basic Services, shall be responsible to obtain and file with the Owner the following background checks for all of the Architect's employees, agents, and representatives, and Architect's consultants' employees, agents, and representatives who will perform services at Owner's work site:

- .1 Intentionally deleted.
- .2 Intentionally deleted.
- .3 Intentionally deleted.
- .4 Properly completed and executed Form PDE-6004. The Architect and its consultants shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within five (5) years immediately preceding the date of the report of any of the following offenses: (1) An offense under one (1) or more of the provisions of Title 18 of the Pennsylvania Consolidated Statutes, (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act"; and (3) an out-of-State or Federal offense similar in nature to those crimes listed on Form PDE-6004; and
- .5 Any such other clearances as may be required by law.

The Architect will notify the Owner within 72 hours if one of its employees, agents, and representatives or one of its consultants or one of its consultants' employees, agents, and representatives is arrested for or convicted of a crime or offense listed or referenced in 24 P.S. §1-111, or has an indicated or founded report of child abuse. The Owner shall have the right to prohibit any such individual from coming onto its property.

§ 3.1.10 The Architect, as part of Basic Services shall include services for work relating to interactions with a Construction Manager or separate consultant(s) retained by the Owner.

§ 3.1.11 The Architect, as part of Basic Services, will work with agents retained by Owner for providing services of carbonate geology engineers and geotechnical engineers. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground

corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

§ 3.1.12 Prior to completion of the Design Development Phase, the Owner with the assistance of the Construction Manager, shall have the right to make value engineering changes to the design as it determines to be in the best interest of the Owner and/or the best interest of the Project. At the Owner's request, the Architect shall participate in the value engineering process, including providing technical support, information, and sketches from all consultant and team members as part of Basic Services.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, 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 and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents, including schematic plans and outline information identifying the component part of major building systems, to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents and make changes necessary so as to obtain approval of the Owner.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. The Architect shall take all practical measures to assure that the design complies with the estimates of the work.

§ 3.2.9 The Architect shall participate in value engineering analysis and provide information requested by Construction Manager for value engineering analysis. The Architect shall implement value engineering decisions as directed by Owner and Construction Manager.

§ 3.2.10 Architect and consultants shall prepare life cycle and system options for evaluation of major building systems including HVAC systems, electrical systems, plumbing systems, structural systems and roof systems.

§ 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. The Design Development Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents. The Architect shall notify the Owner of any changes to such applicable laws and other legal requirements of which the Architect becomes aware after the date it develops the Schematic Design Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 Construction Manager's review and 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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. The Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents. The Architect shall notify the Owner of any changes to such applicable laws and other legal requirements of which the Architect becomes aware after the date it develops the Schematic Design Documents.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Should the Architect fail to incorporate design requirements made necessary by governmental authorities, the Architect shall remain solely responsible for correcting the Contract Documents without additional compensation if the Architect was reasonably expected to be aware of the governmental regulation based on standard of practice in the profession. Nothing contained in this provision shall limit in any way the Architect's liability for design errors and omissions. The Construction Documents shall meet all applicable legal requirements with respect to competitive bidding.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that

describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner, Solicitor for the Owner, the municipal code reviewer, and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents and shall implement the comments and changes provided by the Construction Manager. The Architect shall submit for and pursue building permits from the governing municipality.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Architect shall prepare a complete set of Bidding Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of 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 prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally deleted.

§ 3.5.3.2 Intentionally deleted.

§ 3.5.3.3 Intentionally deleted.

§ 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 A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, 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 and Construction Manager 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 Contractors' failure to perform the Work in accordance with the

requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment at the later of the issuance to the Owner of the final Certificate for Payment for all Contractors, issuance of a certificate of occupancy, or submission of record drawings unless extended under the terms of Section 4.2.5.

§ 3.6.1.4 At least once every two weeks during construction, Architect and MEP consultant's construction administrator shall attend job conferences at the project site to review work and respond to contractor questions. Architect and all other consultants shall also attend job site conferences and/or perform site visits to review work on a regular basis and shall respond to questions when requested by Owner and/or Construction Manager.

§ 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 4.2.3, 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 promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. 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 Contractors, Subcontractors, 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 under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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 the Owner and Contractors, 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 if approved by the Owner.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, 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 Construction Manager 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 the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively 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 Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The issuance by the Architect of a certificate for payment shall constitute the Architect's representation to the Owner that the contractor is entitled to payment in the amount certified.

§ 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 suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples. The Architect shall review submittals with Construction Manager and Owner where appropriate. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager 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 Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 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 Construction Manager, shall:

1. conduct inspections to determine the date of Substantial Completion and the date of final completion;
2. issue a Certificate of Substantial Completion prepared by the Construction Manager;
3. review written warranties and related documents required by the Contract Documents and assembled by the Contractors; and
4. after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager to review the facility operations and performance.

§ 3.6.6.6 The Architect will require in the specifications that the Contractor provides complete as-built drawings and applicable operations manuals and appropriate training to personnel of the Owner in the operation of all mechanical, electrical, plumbing and other operational systems installed by the Contractor.

§ 3.6.6.7 The Architect shall accompany the Owner and the Construction Manager on an inspection prior to the end of the warranty period to identify any issues that may be in need of warranty services and assist the Owner in connection with obtaining such service from the contractor and/or manufacturer.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

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

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

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

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§ 4.1.3 Intentionally deleted.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 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 for Additional Services. The Architect will provide the Owner with a written not to exceed figure for the additional fee request based upon the hourly rates set forth in Section 11.7. Upon written authorization by the Owner, the Architect shall prepare the changes. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner’s schedule or budget for

- Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Intentionally deleted.
 - .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of applicable codes, laws, regulations, or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Intentionally deleted.
 - .7 Intentionally deleted;
 - .8 Intentionally deleted;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Intentionally deleted.
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction.
 - .12 Intentionally deleted.

§ 4.2.2 Intentionally deleted.

§ 4.2.3 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 «Three» («3») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Intentionally deleted.
- .3 «Two» («2») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two» («2») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 180 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

§ 4.2.6 The Architect's services shall include all the scope of services as included in the Option 2 selected for this project and the attached Proposal (Exhibit B).

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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities in accordance with the Construction Manager's Agreement with the Owner. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.2.1 The Construction Manager shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner and Construction Manager 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. The Construction Manager shall be responsible for preparing all estimates of the Cost of the Work which the Architect shall review, reconcile, and agree to with the Construction Manager. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 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 Contractors 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.

§ 5.4 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.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner shall provide preliminary geotechnical information and a final geotechnical engineering report for the selected site.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 Intentionally deleted.

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

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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. The Owner shall have no duty to review the Project for faults or defects, or the Architect's Instruments of Service for errors, omissions, or inconsistencies.

§ 5.13 The Owner shall communicate with the Contractors and the consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 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.

§ 5.17 The Owner shall be responsible for all municipal and/or state agency approval fees. The Architect shall be responsible for obtaining all required approvals, unless otherwise indicated.

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 the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Intentionally deleted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 If the Construction Cost, as established by the sum of the bids of the lowest responsible bidders, exceeds the Owner's final approved budget for the Cost of the Work, the Owner shall have the option, in its sole discretion to:

- .1 consent to an increase in the budget;
- .2 reject bids and direct a rebidding of one or more of the trade contracts;
- .3 **abandon the Project;** or
- .4 cooperate in revising the scope of the Work so as to bring the Project Construction Cost within 5% of the Construction Cost Estimate.

§ 6.9 If the Owner elects to rebid under Section 6.8.2 and revise the scope under Section 6.8.4, then the Architect shall, as part of Basic Services and without additional compensation, modify and/or revise the Contract Documents as necessary to reduce the Construction Cost so that the Project is within budget and/or to rebid the Work.

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.

§ 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. Notwithstanding the above, the Owner is hereby licensed and permitted on a non-exclusive basis to retain copies, including reproducible copies, of the Architect's Drawings, Specifications, and other documents for information and reference in connection with the Owner's use and occupancy of the Project, for additions and/or renovations to the Project, and/or for the completion of this Project by others. The Owner agrees to require appropriate professional review by another professional of any Instruments of Services to determine their suitability prior to their use in connection with any additions or renovations.

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

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

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

§ 7.6 The Architect shall provide electronic copies in .dwg format of all drawings when requested by Construction Manager or Owner and after completing the appropriate release of documents form. These files shall be provided for use by Owner and contractors for their use on this Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Intentionally deleted.

§ 8.1.2 Intentionally deleted.

§ 8.1.3 The Architect shall indemnify, protect, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 8.1.4 Intentionally deleted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation upon mutual agreement of the Architect and Owner.

§ 8.2.2 If the Owner and Architect mutually agree to proceed to mediation, then the mediation process shall be administered by ADR Options, Inc., Suite 1100, Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103, in accordance with the mediation procedures of ADR Options, Inc., in effect on the date of this Agreement or such other qualified mediator as the parties may mutually agree.

§ 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 mutually agree to proceed to mediation, or if the parties do not resolve a dispute through mediation, the method of dispute resolution shall be litigation in the Court of Common Pleas of Montgomery County. No such action solely involving the parties to this Agreement shall be brought, however, until the completion of all work under this Agreement, or earlier termination of this Agreement, unless litigation is commenced to toll a statute of limitation. All such claims, disputes, and other matters in question shall be aggregated for trial in a single lawsuit. The Architect waives all objections to joinder of the Architect as a party to any mediation or court litigation related to this Project in which the Owner is joined or is otherwise positioned as a party and in which the Architect's conduct or his performance of professional services is in any way relevant to the subject of a dispute. The Architect also agrees to prepare or modify all documents used or prepared by the Architect, including, but not limited to, agreements between the Architect and his Consultants, Agreements between the Owner and other parties, and any General and Supplemental Conditions for Construction for this Project, to reflect this waiver.

§ 8.2.5 Notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreements, the Architect shall carry on with the performance of its services and duties hereunder during the pendency of any claim, and the Owner shall continue to make payments to the Architect in accordance with the Contract Documents. However, the Owner shall be under no obligation to make payments to the Architect of disputed amounts that are part of a Claim during the pendency of any proceeding to resolve such Claims.

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

§ 8.4 Intentionally deleted.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Intentionally deleted.

§ 9.2 If the Owner suspends the Project for more than cumulative 90 days, the Architect shall be compensated for services performed prior to notice of such suspension unless the Project suspension was due to default of this Agreement by the Architect.

§ 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 thirty days' written notice.

§ 9.4 The Owner may terminate this Agreement upon not less than twenty-one days' written notice should the Architect fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner.

§ 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.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and for Reimbursable Expenses incurred.

§ 9.7 No termination expenses shall be paid for by the Owner.

§ 9.8 Intentionally deleted.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 Should the Owner attempt to terminate this Agreement, in whole or in part, pursuant to Paragraph 9.4, and sufficient cause is found by a court of competent jurisdiction not to have existed, then the termination shall be considered a termination for the convenience of the Owner and without cause and the limitations set forth in Paragraph 9.6 shall apply.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules and the venue of any dispute not settled in mediation shall be the County of Common Pleas of Montgomery, Pennsylvania.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 Intentionally deleted.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

«\$442,000 and shall include the entire scope of services as outlined in the Contract and Option 2. The fee will be paid monthly based on work completed and with the maximum amounts as follows.

a. Pre-Design Services:	N/A
b. Design and Construction Documents	65%
c. Bidding and Procurement	10%
d. Construction Administration:	25%
<i>Other Costs:</i>	
Reimbursables (not-to-exceed):	\$4,500

Allowance for possible additional services: \$20,000
(billed hourly only if needed)

- Additional MEP/Structural Engineer site visits \$10,000
- Documentation of Fuel System Relocation \$10,000

The Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate. The design fee for documenting alternates including those currently identified and others that may be developed during design, whether accepted or not, shall be included in the fee above.

2 Intentionally deleted.

3 Other
(Describe the method of compensation)

4 Change Orders:

- Owner Requested Change Orders: If the Owner requests substantial additional Work not included in the scope of the Project and as a result thereof, the Architect is required to prepare additional drawings and make changes to the Construction Documents or Contract Documents, then the Architect will provide the Owner with a written not to exceed figure for the change based upon the hourly rates set forth in Section 11.7. Upon written authorization by the Owner, the Architect shall prepare the changes. The cost of the additional Work set forth in the change order shall be paid by the Owner. The Architect shall be compensated for such services on an hourly basis, subject to the Owner-approved cost limit.
- Unknown or Differing Site Conditions: If the Architect as required herein has used the degree of care set forth in this Agreement in evaluating field conditions and existing drawings not prepared by the Architect and later determines that such field conditions or existing drawings do not represent actual conditions and as a result Contractor is required to perform additional Work not contemplated by the Construction Documents or Contract Documents or to remove, change or replace Work already performed, then the cost thereof, as set forth in a Change Order approved by the Owner shall be paid by the Owner, but shall not be subject to the payment of any additional fee to the Architect provided, however that if such unknown or differing site conditions requires the Architect and/or its consultants to expend additional efforts or incur additional reimbursable expenses on behalf of the Project, then the Architect and its Consultants shall be paid its fee for such services in accordance with Section 4.2.1, but only if the Architect has complied with the requirements of Section 4.2.1.
- Omissions: The first \$200,000 in omissions shall be treated as unknown or differing site conditions, thereafter, if the Architect omits from the Construction Documents or the Contract Documents an item of Work that was intended or anticipated to have been included in the Work, and as a result a Change Order for the omitted Work is approved by the Owner, then the cost of such Work shall not be subject to the payment of any additional fee to the Architect. The Architect shall be responsible to the Owner for the difference between the cost of such Work as set forth in the Change Order and the cost thereof if it had not been omitted from the Construction Document or the Contract Documents shall be paid by the Architect, which shall be limited to ten percent (10%) of the cost of the Change Order unless the premium cost can be otherwise determined. If other completed Work must be removed, changed, and/or replaced as a result of the omission, then the Architect's responsibility for that work will be as set forth in subsection (iv). This contractual remedy shall not preclude the Owner from pursuing any other right, claim, damage or remedy against the Architect, or any professional liability insurer of the Architect, to which the Owner may be entitled on account of such omission.
- Design Errors: If the Architect negligently designs or specifies Work and such Work is completed, but must be removed, changed or replaced, then the Cost of such removal, change or replacement

shall not be subject to the payment of any additional fee to the Architect and the cost of doing so, as set forth in a Change Order approved by the Owner, shall be paid by the Architect but only to the extent that such cost would not have been incurred in the absence of the Architect's negligence. This contractual remedy shall not preclude the Owner from pursuing any other right, claim, damage or remedy against the Architect, or any professional liability insurer of the Architect, to which the Owner may be entitled on account of such omission.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

« Based on a fixed written proposal or current hourly rates in effect at the time of the service to be submitted by Architect and approved by Owner.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «three» percent («3» %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«Based on a fixed written proposal or current hourly rates in effect at the time of service to be submitted by Architect and approved by Owner.»

§ 11.5 Intentionally deleted.

§ 11.6 Intentionally deleted.

§ 11.6.1 Intentionally 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.)*

« »

Employee or Category

Rate (\$0.00)

Refer to Exhibit B

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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 Intentionally deleted;
- .8 Intentionally deleted;
- .9 Intentionally deleted;
- .10 Intentionally deleted;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 Intentionally deleted.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~«five»~~ percent (~~«5»~~%) of the expenses incurred.

§ 11.9 Architect's Insurance
Intentionally deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~«sixty»~~ (~~«60»~~) days after the 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.)

~~«3»~~% ~~«annual interest.»~~

§ 11.10.2.2 Subject to the Owner's right to withhold payments under Section 8.2.5, 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

~~«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 not 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. »~~

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified.
- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Exhibit A:

Att 1: Public Works Reconstruction Layout

Att 2: Summary for Option 2 for the Public Works Building

Exhibit B: Architect's Proposal dated October 3, 2022

Exhibit C: Architect's Certificate of Insurance

»
3 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Exhibit D: List of Deliverables and Professional Fee»

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

OWNER (Signature)

« »« »

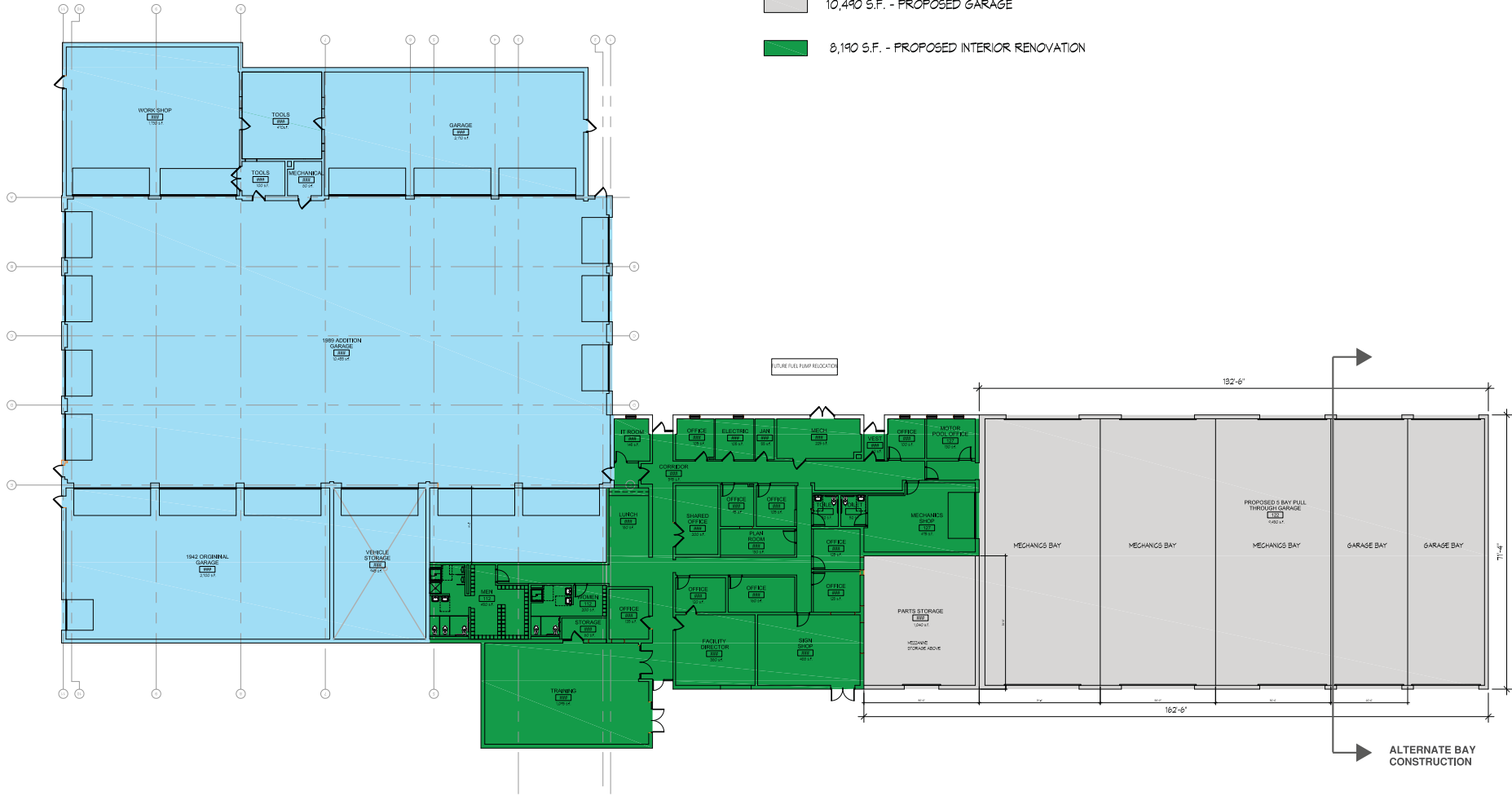
(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if applicable)

- 20,165 S.F. - EXISTING GARAGE
- 10,490 S.F. - PROPOSED GARAGE
- 8,190 S.F. - PROPOSED INTERIOR RENOVATION



PROPOSED 5-BAY GARAGE PLAN WITH SHOP
SCALE: 3/32"=1'-0"

Rev #:	Rev Date:
Date:	9.1.2022
Scale:	NOTED
Job No.:	711004
Drawn:	KUL
Appr.:	XXX
Sheet Title:	
PROPOSED 5-BAY GARAGE W/ SHOP & FULL OFFICE RENOVATIONS	
Sheet No.:	
OPTION 3	

EXPECTED COST ANALYSIS for PUBLIC WORKS BUILDING Repair Only NO CIP Items included OPTION 1		EXPECTED COST ANALYSIS for PUBLIC WORKS BUILDING 3 Bay Garage w/ CIP Items included OPTION 2		EXPECTED COST ANALYSIS for PUBLIC WORKS BUILDING 5 Bay Garage w/ CIP Items included OPTION 3	
DESCRIPTION	PROJECTED COSTS	DESCRIPTION TAB 3-1	PROJECTED COSTS	DESCRIPTION TAB 3-2	PROJECTED COSTS
Repair Existing Building		Construct a 3-bay addition to relocate 3 mechanics bays and parts storage. Relocate Parks equipment and offices into existing garage space. Renovate former mechanics bays into new locker and training rooms and renovate remainder of the area to provide office space for Public Works.		Construct a 5-bay addition to relocate 3 mechanics bays and parts storage with 2 pull through truck parking bays. Relocate Parks equipment and offices into existing garage space. Renovate former mechanics bays into new locker and training rooms and renovate remainder of the area to provide office space for Public Works.	
Approved Task Orders - repair work completed and paid for from the insurance settlement to make the building serviceable immediately after the storm	\$ 1,601,293	REPAIRS TO EXISTNG SPACES - Demolition, structure repairs, roofing, overhead doors (including salt shed), finishes, electric, plumbing, HVAC, rework floor drains, Crane & fencing)	\$ 4,003,942	REPAIRS TO EXISTNG SPACES - Demolition, structure repairs, roofing, overhead doors (including salt shed), finishes, electric, plumbing, HVAC, rework floor drains, Crane & fencing)	\$ 4,003,942
Pro Com Change Orders	\$ 13,238	3 BAY ADDITION 7675 GSF @\$328	\$ 2,517,400	5 BAY ADDITION 10490 GSF @\$328	\$ 3,440,720
Crane for Vehicular Bay	\$ 184,503	RENOVATIONS OF EXISTING OFFICE SPACE 8200 SF	\$ 733,326	RENOVATIONS OF EXISTING OFFICE SPACE 8200 SF	\$ 733,334
Lights in Crane Bay	\$ 25,000	CRANE BAY - In cost above		CRANE BAY - In cost above	
Crane Bay Overhead Door	\$ 40,320	CRANE COST - In cost above		CRANE COST - In cost above	
Task Order 21 - Brucker Costs for Vehicular Bay	\$ 1,075,141	SITWORK - WORK AROUND ACCESS ROAD	\$ 200,000	SITWORK - WORK AROUND ACCESS ROAD	\$ 200,000
Task Order 22 - Overhead Door for Salt Sheds	\$ 94,355	UTILITY RELOCATION	\$ 500,000	UTILITY RELOCATION	\$ 500,000
Switchgear Modifications for Crane	\$ 50,000	RELOCATE FUEL STATION	\$ 750,000	RELOCATE FUEL STATION	\$ 750,000
EMS Joist Repairs	\$ 62,292	REWORK VEHICULAR BAY FLOOR DRAINS - In cost above		REWORK VEHICULAR BAY FLOOR DRAINS - In cost above	
EMS Mechanical Solutions	\$ 8,550	SITWORK - WORK AT DRIVEWAY TURN , MILL & OVERLAY	\$ 400,000	SITWORK - WORK AT DRIVEWAY TURN , MILL & OVERLAY	\$ 400,000
Fencing	\$ 18,500	CIP ITEMS - (BAY CLEAN /PAINT, CHIMNEY REPAIRS, CAMERAS)	\$ 300,000	CIP ITEMS - (BAY CLEAN /PAINT, CHIMNEY REPAIRS, CAMERAS)	\$ 300,000
Rework Vehicular Bay Floor Drains	\$ 135,000	UPGRADE LIGHTS IN EXISTING GARAGE	\$ 120,000	UPGRADE LIGHTS IN EXISTING GARAGE	\$ 120,000
Floor Drain Changes for Crane Bay	\$ 100,000	INVENTORY EXISTING SYSTEMS & EQUIPMENT	\$ 280,000	INVENTORY EXISTING SYSTEMS & EQUIPMENT	\$ 280,000
Floor Drain Changes for Main Bay	\$ 10,000				
Task Order 12 - Office MC	\$ 102,790				
Task Order 13 - Lighting	\$ 72,549				
Task Order 14 - Lighting in Garage Bay	\$ 55,101				
Task Order 15 - Switches & Devices	\$ 21,628				
Task Order 16 - EC Demo	\$ 30,173				
Task Order 17 - Steel	\$ 52,550				
Task Order 18 - Sprinkler	\$ 30,637				
Task Order 19 - Sprinkler Heads	\$ 7,000				
Task Order 20 - Sprinkler Test	\$ 3,322				
Roof Top HVAC Unit	\$ 75,000				
Radiant Heat in Crane Bay	\$ -				
Toilet Room Renovations	\$ 70,000				
New Boilers	\$ 65,000				
Construction Costs	\$ 4,003,942	Construction Costs	\$ 9,804,668	Construction Costs	\$ 10,727,996
Professional Fees & Construction Management	\$ 400,394	Professional Fees & Construction Management	\$ 980,467	Professional Fees & Construction Management	\$ 1,072,800
Approvals, Inspections & 3rd party testing	\$ 120,118	Approvals, Inspections & 3rd party testing	\$ 294,140	Approvals, Inspections & 3rd party testing	\$ 321,840
Escalation, Contingency & Market Conditions	\$ 600,591	Escalation, Contingency & Market Conditions	\$ 1,470,700	Escalation, Contingency & Market Conditions	\$ 1,609,199
Soft Cost Totals	\$ 1,121,104	Soft Cost Totals	\$ 2,745,307	Soft Cost Totals	\$ 3,003,839
Total Cost	\$ 5,125,046	Total Cost	\$ 12,549,975	Total Cost	\$ 13,731,835
Work to be Completed Under Current Emergency Contract	1		2		2
Insurance Reimbursement	\$ 4,100,000	Insurance Reimbursement	\$ 4,100,000	Insurance Reimbursement	\$ 4,100,000
Township Out of Pocket Expense	\$ 1,025,046	Township Out of Pocket Expense	\$ 8,449,975	Township Out of Pocket Expense	\$ 9,631,835
A SITWORK - WORK AROUND ACCESS ROAD	\$ 200,000				
B UTILITY RELOCATION	\$ 500,000	1	Complete all work Under Emergency Repairs plus Items A through C		
C CIP ITEMS - (BAY CLEAN /PAINT, CHIMNEY REPAIRS, CAMERAS)	\$ 300,000	2	Complete approximately 4.0 million (includes +/- \$500,000 fees, contingency, inflation) as Emergency Repair Design Project & Bid Addition/Renovation Option		
D RELOCATE FUEL STATION - Future	\$ 750,000				



300 BROOKSIDE AVENUE
AMBLER YARDS
BLDG. 18 – SUITE 150
AMBLER, PA 19002
TEL. 215.646.2003
www.gkoarchitects.com

October 3, 2022

Kurt Ferguson - Township Manager
Upper Dublin Township
370 Commerce Drive
Fort Washington, PA 19034

RE: Public Works Expansion and Renovation

Kurt,

Godshall Kane O'Rourke Architects is very please to be given the opportunity to continue to serve Upper Dublin Township with the renovations and additions to the Public Works Facility. GKO Architects provided architectural and engineering services for the Burn Brae Fire Station and the Upper Dublin Library in the past. We look forward to continuing the relationship.

We would anticipate the use of a formal AIA contract between Owner and Architect. We hope the following terms could be the basis for that agreement.

Project Summary

- Description: 5 bay addition as indicated as Option 3 on the plans provided by D'Huy Engineering. Building may utilize a pre-engineered steel structural frame with masonry low and metal panels high. Renovations are planned to a portion of the existing building.
- Area of Addition: 10,500 sf
- Area of Renovations: 8,200 sf
- Construction Budget (from cost analysis prepared by D'Huy Engineering):
 - Sitework \$600,000
 - Utility Relocation \$500,000
 - Relocate Fuel Station \$750,000
 - Addition (10,490 sf x \$328/sf) \$3,440,720
 - Renovations (8200 sf x \$90/sf) \$733,334
 - Escalation Contingency and Market Conditions \$1,549,199
 - \$7,573,253

Team

- Architecture – GKO Architects
- Mechanical Electrical and Plumbing Engineering – D'Huy Engineering, Bethlehem, PA
- Civil Engineering – Terraform Engineering Bethlehem, PA
- Structural Engineering – D'Huy Engineering, Bethlehem, PA

Proposed Fee

• GKO Architects	\$270,000
• DEI Structural Engineering	\$63,000
• DEI MEP Engineering	<u>\$77,000</u>
Subtotal (approximately 5.4% of construction cost from the DEI budget)	\$410,000
• Terraform Engineers	<u>\$32,000</u>
Total	\$442,000
• Reimbursable Expenses	
Billed without markup	\$4,500
• Allowance for possible additional services (billed hourly only if needed)	\$20,000
o Additional MEP / Structural engineer site visits \$10,000	
<i>This will only be billed if necessary</i>	
o Documentation of Fuel System Relocation \$10,000	

Terms

We would request that the following terms be included in the contract.

- 1 Setting a fixed fee before we've started the project and before we fully understand the complexity and scope can sometimes be problematic. The GKO fee is based on what is known about the project at the time of this proposal. We request that the contract include provisions stating that if the size of the addition, scope of the renovations or the overall scope of the project increase by more than 5%, the fee for GKO Architects will also be increased at 5.4 % of the additional cost. The Township has worked with GKO in the past and should know that we are very reluctant to seek additional compensation. Setting the number at 5% allows room for normal scope creep without any adjustment of fee. We are only concerned about major changes in scope.
- 2 We are assuming that some meetings that involve the Civil, Mechanical, Electrical and Plumbing engineers can be virtual.
3. Proposal is based on 6 site visits by our MEP / Structural Engineer during the construction phase. Additional visits, if necessary, will be billed based on hourly rates under the allowance listed in the fee schedule above.

Exclusions:

4. Geotechnical Report. DEI already has geotechnical engineer.
5. Documentation of existing fuel system relocation. This is not within the MEP engineer's capability and will need to be hired as a specialty service.
6. We do not anticipate and have not included off-site improvements, zoning hearings, land development, MPDES permitting, county conservation district review or stormwater design. Our Civil Engineer does not believe these will be necessary as we are basing this proposal on less than 1 acre of disturbed area. If these assumptions prove to not be correct, the Civil Engineer will bill hourly for this work as a reimbursable expense with no markup from GKO.

We appreciate the opportunity to submit these terms. If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Godshall". The signature is fluid and cursive, with a large initial "K" and "G".

Kevin Godshall, AIA



300 BROOKSIDE AVENUE
AMBLER YARDS • BLDG. 18 • SUITE 150
AMBLER, PA 19002
T: 215.646.2003
F: 215.646.5707
www.gkoarchitects.com

Godshall Kane O'Rourke Architects LLC
2022 Hourly Rate Schedule

Principal	\$160 (One Hundred Sixty dollars) / hour
Project Manager/ Reg. Architect	\$130 (One Hundred Thirty dollars) / hour
Construction Administrator	\$110 (One Hundred Ten dollars) / hour
Architectural Designer	\$105 (One Hundred Five dollars) / hour
Interior Designer	\$100 (One Hundred dollars) / hour
Intern Architect	\$90 (Ninety dollars) / hour
CAD Technician	\$80 (Eighty dollars) / hour
Clerical/Bookkeeping	\$60 (Sixty dollars) / hour

Godshall Kane O'Rourke Architects LLC
2022 Reimbursable Reproduction Schedule
Prices do not include sales tax, where applicable.

Large Format Black and White Prints

24 x 36 - \$25.00
30 x 42 - \$30.00
36 x 48 - \$35.00

Large Format Color Prints

18 x 24 - \$1.50
24 x 36 - \$5.00
30 x 42 - \$6.00
36 x 48 - \$7.00

Small Format Copying

Black and White

Letter - \$0.10
11 x 17 - \$0.25

Color

Letter - \$1.00
11 x 17 - \$3.00

Binding

Per Book \$4.00

Foam Core Board Mounting (not including cost of print)

24 x 36 - \$20.00
30 x 42 - \$ 25.00
36x 48 - \$30.00

Computer File on USB Flash Drive

\$25.00 per USB

G O D S H A L L K A N E O ' R O U R K E A R C H I T E C T S , L L C

KEVIN R. GODSHALL, AIA • DAMON ROYAL KANE (1958 - 2013) • P. MICHAEL O'ROURKE, AIA

Billing will be submitted monthly, based on the percent of the project completed plus direct expenses. All invoices are due upon receipt. I have also enclosed an hourly breakdown for unexpected work not contained within this scope of services. If additional work is identified, and authorized by you, it will be billed based on the following 2022 Hourly Rate Schedule:

Principal	\$160.00
Project Manager	\$140.00
Engineer	\$120.00
Senior Technician.....	\$90.00
Technician	\$80.00
Administrative	\$60.00

These rates are guaranteed through 12/31/23. After 12/31/23, the current year's hourly rate schedule in effect at the time the extra work is performed will be used.

The attached Terms and Conditions are included as part of this proposal. Please let me know if you have any questions or require additional information. I look forward to working with you on this project.

Sincerely,



Terry P. DeGroot, P.E.
Principal

**ACCEPTANCE OF PROPOSAL: Terraform Proposal 22927
Upper Dublin Public Works Addition
Civil Engineering Proposal**

The above prices and terms are satisfactory and hereby accepted. Terraform is authorized to do the work as specified.

Signature: _____ Date _____

Print Name: _____

Company: _____

Address: _____

**D'HUY ENGINEERING, INC.
FEE SCHEDULE**

Effective January 1, 2022

	<u>Hourly Rate</u>
Research Assistant/Data Processor	\$65.00
Assistant Project Manager	\$75.00
CAD Operator	\$85.00
Senior CAD Operator	\$95.00
Graduate Engineer	\$95.00
Engineer in Training	\$100.00
Engineer	\$120.00
Field Representative	\$110.00
Senior Field Representative	\$140.00
Certified Cost Estimator	\$140.00
Civil Engineer	\$140.00
Technical Specialists	\$140.00
Designer	\$115.00
Senior Designer	\$140.00
Project Manager	\$140.00
Licensed Architect	\$160.00
Senior Engineer	\$150.00
Senior Project Manager	\$160.00
Director of Engineering	\$185.00
Principal	\$190.00
Senior Principal	\$210.00



**UPPER DUBLIN TOWNSHIP
UPPER DUBLIN TOWNSHIP PUBLIC WORKS BUILDING
RECONSTRUCTION PROJECT**

Exhibit D

**Supplement & Summary of Architect's Services
To Become Part of Standard Form of Agreement Between Owner and Architect**

PHASE	DELIVERABLES	% OF FEE
Design & Construction Document Phase	<ul style="list-style-type: none"> • Review of scope and budget with CM including preparation of the budget reconciliation to present to Owner. • Preliminary selections of major building systems (MEP) and construction materials. • Refined outline specifications/scope for CM to reconcile with project budget estimate. • Review, address, & reconcile the CM's & Owner's review comments. • Status of submissions to approval agencies • Owner and CM input and direction • Complete set of Design Development drawings. • Final outline specification / scope document to be reconciled with CM & Owner. • Review of scope and budget with CM including preparation of the budget reconciliation to present to Owner. • Architect's Milestone schedule for full and adequate completion of the project for CM to reconcile with master project schedule • Preliminary schedule of colors, materials, and selections of textures, finishes and other matters involving aesthetic decisions. • Construction drawings & specifications. • Review, address, & reconcile CM's & Owner's review comments • Status of submissions to approval agencies • Board input and direction 	65%
Bidding & Procurement Phase	<ul style="list-style-type: none"> • Final bid drawings and specifications • Review, address, & reconcile all of the CM's & Owner's review comments. • Review of scope and budget with CM including preparation of the budget reconciliation to present to Owner. • Status of submissions to approval agencies • Approval letters from all agencies having jurisdiction. • Confirmation documentation of service availability from all utility suppliers serving the project. • Board input and direction 	10%
Construction Administration Phase		25%
TOTAL		100%