

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 20-03-10-07

In the Matter of Approving a Contract for Architectural and Engineering Services for Facility Renovation of the Future Lane County Parole and Probation Main Office, and Delegating Authority to the County Administrator to Execute the Contract

WHEREAS, the Board of Commissioners adopted the 2018-2021 Lane County Strategic Plan, which includes the goal of pursuing a new location for Adult Parole & Probation and for renovating the existing facility when vacated to expand the Community Corrections Center; and

WHEREAS, Lane County closed on the purchase of the property containing the building intended to be the future home of Parole and Probation on January 7, 2020; and

WHEREAS, renovation of the facility will allow the Board of Commissioners to move toward Phases II and III of the Board-adopted 10 Year Public Safety Plan; and

WHEREAS, relocating Parole & Probation to the identified location would serve to improve the accessibility and safety of the services provided there;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. A contract in the not to exceed amount of \$706,834 to GMA Architects for architectural and engineering services for facility renovation of the Future Lane County Parole and Probation main office is approved; and
2. The County Administrator is delegated authority to execute the contract in substantially similar form to the attached *Attachment B – Draft Contract*.

ADOPTED this 10th day of March, 2020.



Heather Buch, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

2/26/2020

LANE COUNTY OFFICE OF LEGAL COUNSEL



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20 day of January in the year 2020
(In words, indicate day, month and year.)

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

Lane County, a political subdivision of the State of Oregon
125 East 8th Ave.
Eugene, OR 97401

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

Gerald McDonnell & Associates, PC,
dba GMA Architects
860 West Park Street, Suite 300
Eugene, OR 97401

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

Parole & Probation Facility Renovation
2699 Roosevelt Blvd.
Eugene, OR 97402

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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(1800762221)

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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.")

§ 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.)

Lane County Parole and Probation Programming Report by GMA Architects, dated October 2018

§ 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.)

As generally described on Parole and Probation Scoping Boards by GMA Architects, dated 5/21/2019. Specific site information is described in Restricted Appraisal Report by Duncan & Brown, dated 9/23/2019.

§ 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.)

Total Project Cost not to exceed \$6.5 million including a construction budget not to exceed \$5.0 million.

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

.1 Design phase milestone dates, if any:

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March 31, 2020 – 100% Schematic Design Submittal
April 7, 2020 – County review comments back to Design Team
June 2, 2020 – 100% Design Development Submittal
August 4, 2020 – 50% Construction Documents Submittal
September 15, 2020 – 95% Construction Documents Submittal
October 6, 2020 – 100% Construction Documents Submittal
November 3, 2020 – Bid Date

.2 Construction commencement date:

January 4, 2021

.3 Substantial Completion date or dates:

June 21, 2021

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined during pre-design phase.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mike Penwell, Capital Projects Manager
125 E. 8th Ave.
Eugene, OR 97401
Office: 541-682-3699
mike.penwell@lanecountyor.gov

§ 1.1.8 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.)

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

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

.1 Geotechnical Engineer:

To be determined.

.2 Surveyor:

To be determined.

.3 Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Leah Pettus-Czar, Project Manager
GMA Architects
860 West Park Street, Suite 300
Eugene, OR 97401
Office: 541-344-9157
lmpc@gma-arch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Hohbach-Lewin, Inc.
296 East 5th Avenue, Suite 302
Eugene, OR 97401

.2 Mechanical Engineer:

Systems West Engineers, Inc.
725 A Street
Springfield, OR 97477

.3 Electrical Engineer:

Systems West Engineers, Inc.

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725 A Street
Springfield, OR 97477

§ 1.1.11.2 Consultants retained under Supplemental Services:

- .1 Civil Engineer:
Mazzetti, Inc.
940 Willamette St., Suite 310
Eugene, OR 97401
- .2 Cost Estimator:
Construction Focus, Inc.
740 Almaden Street
Eugene, OR 97402

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

§ 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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be 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.

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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the insurance required by Exhibit A Insurance Coverages Required; however, the requirement that the insurance be primary and non-contributory is applicable only to those coverages where the Owner is required to be named as an Additional Insured.

[Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.]

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and those identified in Section 4.1 as the responsibility of the Architect, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or identified in Section 4.1 as the responsibility of the Architect are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, including but not limited to any pre-construction meeting scheduled and conducted by Owner and other periodic meetings scheduled during the course of construction, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services and the services of the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

§ 3.1.5 The Architect shall, in coordination with the Owner, 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.

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services, including but not limited to verifying initial permit and land use requirements with the authority having jurisdiction ("AHJ") over the Project.

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

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner 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, 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 Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. 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 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 to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner 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 agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 At the milestones set forth below, and prior to the conclusion of the Construction Documents Phase, the Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. The Owner shall review the Construction Documents at the following milestones and at the conclusion of the Construction Documents Phase, and determine approval status within the indicated timeframe from receipt of the Construction Documents:

Fifty percent (50%) completion:	Seven (7) days
Ninety-five percent (95%) completion:	Seven (7) days

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid; 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.

§ 3.5.2.2 The Architect shall assist the Owner 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, including the preparation of a written agenda for the conference that shall be delivered to the Owner at least two working days prior to the conference for the Owner's review and comments; and,
- .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
(Paragraphs deleted)
addenda.

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

[Intentionally deleted.] [Intentionally deleted.] [Intentionally deleted.]

(Paragraphs 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 the Owner-modified version of AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and agreed to herein. The Architect's Construction Phase Services shall also include (1) preparing updates to the BIM model in response to field conditions and changes in the Project's design, and (2) coordinating any changes due to field conditions not provided for in the BIM model.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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

§ 3.6.1.3 Subject to Section 4.2 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 Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as set forth below and 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 (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

- .1 During Construction and prior to Substantial Completion, the Architect shall visit the site not less than once per week to become generally familiar with the progress and quality of the Work. The Architect's consultants shall visit the site at intervals appropriate to the stage of construction.
- .2 During construction and prior to Substantial Completion, the Architect shall attend weekly project meetings and shall prepare and distribute meeting minutes within 2 working days of the meeting. Where possible, distribution shall be by electronic means.

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

§ 3.6.2.3 Upon the Owner's request, the Architect shall interpret and render an opinion on matters concerning performance under, and requirements of, the Contract Documents. 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 opinions 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. After making such interpretations and rendering such opinions, the Architect shall advise the Owner in writing of the Architect's interpretation and opinion.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in the Owner-modified AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall promptly review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the

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Contractor is 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, (4) specific qualifications expressed by the Architect, and 5) specific qualifications expressed by the Owner's Representative, and (6) to the Architect's obligation to make its review and representation in a manner that allows the Owner to meet its requirements under the Oregon Prompt Pay Act.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and comment on, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose (unless the Owner and Architect agree otherwise) of checking for conformance with information given and the design concept expressed in the Contract Documents. Unless the Owner and Architect agree otherwise, review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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. The Architect may return to the Contractor without action any submittals that are not marked by the Contractor as reviewed and approved for compliance with the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's 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 reasonably 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 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents, do not involve an aesthetic change, and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such minor changes will be implemented by written order signed by the Architect, with a copy to the Owner, and shall be binding on the Contractor. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor, and the Architect. A Construction Change Directive shall be based upon agreement between the Owner and the Architect and may or may not be agreed to by the Contractor. Any Change Order or Construction Change Directive that changes the materials, layout, configuration, or other physical characteristics of the Work as set out in the Construction Documents shall reference, and be accompanied by a written modification of, the Construction Documents prepared by the Architect.

§ 3.6.5.2 The Architect shall review, in consultation with the Owner in each instance, requests for additional compensation and time submitted by the Construction Manager, and maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, at a reasonable time determined by the Owner, jointly inspect the Project with the Owner and Contractor to identify defective or non-conforming Work, review the facility and the facility operations and performance, and make appropriate written recommendations to the Owner.

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)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 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.)

As set forth in Exhibit B, Fee Proposal.

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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.)

As set forth in Exhibit B, Fee Proposal.

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

§ 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. In no event shall the Architect provide any Additional Services pursuant to this Section 4.2 without the prior written directive or written approval of the Owner, except as provided in 4.2.2 below. The Architect shall not be entitled to compensation or reimbursement for any Additional Services, or for any other added, different, or more difficult services, without advance written approval by the Owner.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. 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 approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations which the Architect could not have reasonably foreseen, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

or,
[Intentionally deleted.]

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

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- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
[Intentionally deleted.] or,
- .4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 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 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, 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 twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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 establish 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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.

§ 5.9 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.

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 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.

§ 5.16 Review or approval by the Owner or its agents of the Architect's Instruments of Service, design services, contract administration services, or any other products or services under this Agreement ("Architect Services") shall not relieve the Architect of its sole liability for any damages resulting from or arising out of defects or deficiencies in the Instruments or Architect Services, except where the Owner expressly directs such defective or deficient Instruments or Architect Services and the Architect provides a written objection thereto.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include 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.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall, in consultation with the Owner, include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

Estimates of probable construction cost shall be provided at the following stages of progress in accordance with the method indicated:

- .1 Schematic Design: quantity survey techniques supplemented by a combination of current area, volume or similar conceptual estimating techniques.
- .2 Design Development: quantity survey techniques supplemented by a combination of current area, volume or similar conceptual estimating techniques.
- .3 Construction Documents – 50% Completion: quantity survey techniques.
- .4 Construction Documents – 95% Completion: quantity survey techniques.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 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, except as otherwise provided herein. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the final dispute resolution method selected in this Agreement and within the applicable period of limitations. The applicable limitations period shall not commence to run and any alleged cause of action shall not be deemed to have accrued (whether such cause of action involves errors or omissions, negligence, strict liability, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory) unless and until the claimant is aware of all three of the following: (1) the identity of the party(ies) responsible, (2) the magnitude of the damage or injury and (3) the cause(s) of the damage or injury. The contractual discovery rule provided herein applies in lieu of any otherwise applicable statute or case authority. The applicable statute of repose is not affected by the discovery rule provided herein.

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

§ 8.1.3 Indemnification. Except as provided in subsection 8.1.4 below, to the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Architect shall indemnify, defend, and hold harmless the County and its officers, agents, and employees from all damages, losses and expenses and costs related to litigation, including judgments arising out of or resulting from Architect's performance of or failure to perform under this Contract.

§ 8.1.3.1 Owner Defense Requirements. Notwithstanding the foregoing defense obligations, neither Architect nor any attorney engaged by Architect shall defend any claim in the name of County, nor purport to act as legal representative of County or any of its agencies, without the prior written consent of County. County may assume its own defense and settlement of any claims, and reserves all rights to pursue any claims it may have against Architect.

§ 8.1.3.2 This indemnification shall extend to the work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, including any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

§ 8.1.3.3 Owner's Actions. This Section 8.1.3 does not include indemnification by Architect of County for County's acts or omissions, whether related to the Contract or otherwise.

§ 8.1.4 Architect's Indemnification for Claims for Professional Liability. Notwithstanding the foregoing Section 8.1.3, to the fullest extent permitted by law, and to the extent provided for in private contracts of insurance, Architect shall indemnify, save, and hold harmless County and its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Architect or its consultants, contractors, agents, or employees in performance of professional services under this Contract.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 A request for mediation shall be provided in writing with the other party to this Agreement. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If the parties cannot agree on the choice of a mediator, the parties shall apply to the local state court to appoint a mediator.

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

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

[X] Litigation in a court of competent jurisdiction

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

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§ 8.3 Attorney Fees

§ 8.3.1 The parties to this Agreement expressly waive and release any rights that either has to recover attorney fees and costs and expert fees and costs incurred in connection with any and all disputes or claims of any kind arising out of the Project, including, without limitation, any rights to recover such fees and costs granted by any federal or state statute, regulation, or rule, including, but not limited to, lien statutes. This waiver and release applies to any and all claims of any kind, regardless of legal or equitable theory, and applies to fees and costs incurred before, during and after any mediation, arbitration, or court proceeding. The Architect shall include an equivalent waiver and release in each of its consultant agreements, and shall indemnify, defend, reimburse and hold the Owner harmless against any claims for fees or costs and against any damages resulting from the failure to do so. This Section shall not be interpreted to prohibit recovery of attorney fees as indemnity damages as described in the indemnity clause(s) of this Agreement.

(Paragraph deleted)

§ 8.3.2 If applicable law prevents either party's or both parties' full waiver of attorney fees as provided in this Section 8.4, then the above Section shall be inapplicable and the prevailing party in any dispute shall be awarded its attorney fees and costs and expert fees and costs incurred during pre-trial, trial, or arbitration, upon any appeal, petition for reconsideration or petition for review, and upon any bankruptcy, insolvency or collection.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Upon any type of termination or suspension by either party, the Owner may order any or all of the following by written notice to the Architect:

- .1 cease services as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the services;
- .3 except as directed by the Owner, and except for services directed to be performed prior to the effective date of termination stated in the notice, terminate all existing consultant contracts and supply contracts and enter into no further consultant or supply contracts;
- .4 assign any or all consultant contracts and supply contracts to the Owner as directed in the notice. The Architect shall ensure that all consultant contracts and supply contracts are assignable to the Owner; and
- .5 the Architect shall deliver to the Owner possession of all Instruments of Service (in their current stage of completion) and related documents and information so that the Owner may complete the design with another appropriate design professional.

§ 9.2 **Termination by the Architect.** If the Owner fails to make payment for a period of sixty (60) days, the Architect may, upon ten (10) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for services properly executed minus any damages incurred or to be incurred by the Owner that were caused by the Architect or those for whom the Architect is responsible. The Architect shall not be entitled to damages or compensation of any kind resulting from termination, including, but not limited to (1) any compensation for unperformed services, including, but not limited to, profit, markup or overhead for such services, (2) alleged damages to reputation, (3) alleged damages for interference with contractual relations, (4) consequential damages on this Project or other projects, or (5) demobilization, reallocation of employees, or other costs incurred by reason of termination.

§ 9.3 **Termination by the Owner for Cause.** The Owner may terminate this Agreement if the Architect:

- .1 refuses or fails to supply enough properly skilled professionals, administrative staff, and consultants;
- .2 fails to make payment to one or more consultants in accordance with the respective agreements between the Architect and the consultants;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 repeatedly fails to meet milestone dates, or to deliver necessary documents in the form required; or
- .5 is otherwise guilty of substantial breach of a provision of the Agreement which remains uncured after ten (10) days' notice and the opportunity to cure.

When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have, and after giving the Architect ten (10) days' notice and the opportunity to cure, terminate the Contract. When the Owner terminates the Agreement for one of the reasons stated above, the Architect shall not be entitled to receive further payment until the services are finished. To the extent the unpaid balance of the Architect's compensation

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exceeds costs and damages of finishing the services, including compensation for other design professional services and expenses made necessary thereby, and other damages incurred or to be incurred by the Owner, the Architect shall be paid the remainder of its compensation for services actually and properly performed before termination. The Architect shall not be entitled to damages or compensation of any kind resulting from termination, including, but not limited to (1) any compensation for unperformed services, including, but not limited to, profit, markup or overhead for such services, (2) alleged damages to reputation, (3) alleged damages for interference with contractual relations, (4) consequential damages on this Project or other projects, or (5) demobilization, reallocation of employees, or other costs incurred by reason of termination. If such costs and damages of finishing the Work, including compensation for other design professional services and expenses made necessary thereby, and other damages incurred by the Owner, exceed the unpaid balance of the Architect's compensation, the Architect shall pay the difference to the Owner. Any termination for cause by the Owner later deemed to be wrongful by an appropriate court shall be converted to a termination for convenience governed by Section 9.5 below.

§ 9.4 Suspension by the Owner for Convenience. The Owner may, without cause, order the Architect in writing to suspend, delay or interrupt the services in whole or in part for such period of time as the Owner may determine. The Architect's compensation and schedule shall be adjusted for reasonable increases in the cost and time caused by suspension, delay or interruption ordered by the Owner but only if the Architect provides the Owner with advance written notice of the specific projected cost and time increases. Adjustment of the compensation shall include reasonable profit and overhead. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Architect is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Agreement.

§ 9.5 Termination by the Owner for Convenience. The Owner may, at any time, terminate the Agreement in whole or in part for the Owner's convenience and without cause. In case of such termination for the Owner's convenience, the Architect shall be entitled to receive payment for services executed and demobilization and other costs incurred by reason of such termination, all of which shall be in appropriate proportion to the compensation provided in Article 11 for the stage of completion of services achieved by the Architect. The Architect shall not be entitled to other damages or compensation of any kind resulting from termination, including, but not limited to (1) any compensation for unperformed services, including, but not limited to, profit, markup, or overhead for such services, (2) alleged damages to reputation, (3) alleged damages for interference with contractual relations, (4) consequential damages on this Project or other projects, or (5) reallocation of employees.

§ 9.6 [Intentionally deleted.]

[Intentionally deleted.]

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

(Paragraphs deleted)
[Intentionally deleted.]

(Paragraphs deleted)

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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender or another entity to which the

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Owner has transferred its rights to the Project site ("Assignee"). If the Owner assigns all of its rights and delegates all of its duties to an Assignee and gives written notice to the Architect, the Architect agrees (1) to regard the Assignee as the Owner's successor for all purposes of this Agreement, with all of the rights and duties that the Owner had before the assignment was made, (2) not to look further to the Owner for payment or other services under this Agreement, (3) not to look further to the Owner for satisfaction of any claims it may have asserted with regard to this Agreement, (4) to automatically include the Assignee as a beneficiary of any obligation of indemnity that the Architect owes to the Owner under this Agreement, and (5) to immediately add the Assignee as an additional insured under the Architect's insurance policies.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate an assignment permitted under Section 10.3, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall 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.

§ 10.9 Public Contracting Provisions

§ 10.9.1 The Public Contracting Code and the Oregon Attorney General's Model Public Contracting Rules, as modified by the Owner, contain certain requirements for public contracts, including but not limited to certain required contract provisions. The required contract provisions are contained in this Article 10, and the Owner and Architect agree to comply with all requirements of ORS chapters 279A, 279B, and 279C, the Lane Manual, which contains the

County's public contracting rules, and other Oregon laws as applicable, whether or not such provisions are included herein.

§ 10.9.2 The Architect shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders and rulings as well as all applicable design and construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. The Architect agrees to indemnify, hold harmless, reimburse, and defend the Owner from and against any penalties or liabilities arising out of violations of such obligations by the Architect or its consultants at any tier. The Architect must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6).

§ 10.9.3 No person shall be required or permitted to labor more than 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay for (1) all overtime in excess of 40 hours in any one week; and (2) all work performed on any legal holiday specified in ORS 279C.540.

§ 10.9.4 The Architect, each of its consultants and their subconsultants must give notice to its employees in writing, either at the time of hire or before commencement of work, or by posting a notice in a location frequented by its employees, of the number of hours per day and days per week that the employees may be required to work.

§ 10.9.5 Any worker employed by the Architect shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Architect within 90 days from the completion of the contract, providing the Architect has: (1) caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; (2) maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

§ 10.9.6 All employers, including the Architect, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Architect shall ensure that each of its consultants and their subconsultants comply with these requirements.

§ 10.9.7 The Architect, in performance of the services, shall use recycled paper as defined in ORS 279A.010(1)(ee), recycled PETE products as defined in ORS 279A.010(1)(ff), and other recycled plastic resin products to the maximum extent economically feasible.

§ 10.10 Competitive Bidding.

§ 10.10.1 The Architect shall assist the Owner 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, including the preparation of a written agenda for the conference that shall be delivered to the Owner at least two working days prior to the conference for the Owner's review and comments; and
- .3 preparing responses to questions from prospective bidders, including but not limited to substitution requests, and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

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)

- .2 Percentage Basis

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(Insert percentage value)

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

3 Other
(Describe the method of compensation)

For Basic and Supplemental Services, County agrees to pay Architect's fees in an amount not to exceed Seven Hundred Six Thousand Eight Hundred Thirty Four Dollars (\$706,834), and an additional Four Thousand Five Hundred Dollars (\$4,500) for reimbursable expenses, calculated in accordance with the fee proposal included in Exhibit B. County is not obligated to pay any amount greater than that stated here.

§ 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.)

See Section 11.1 above.

§ 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.)

As defined in negotiated contract amendments at rates established in Exhibit C.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Procurement Phase	percent ()
Construction Phase	percent ()
Total Basic Compensation	one hundred percent (100 %)

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

As established in Exhibit C.

Employee or Category	Rate (\$0.00)
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(Paragraph deleted)

§ 11.7

(Paragraphs deleted)

Compensation for Reimbursable Expenses

§ 11.7.1 Unless otherwise established in Exhibit C, 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 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 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, at the Architect's direct cost for the additional overtime compensation, without mark-up;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants, at the Architect's or consultant's direct cost for the additional overtime compensation, without mark-up;
- .9 All taxes levied on professional services and on reimbursable expenses, at the Architect's or consultant's direct cost for the additional overtime compensation, without mark-up;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures. The Owner and Architect shall agree on a case-by-case basis whether such expenditures should receive a mark-up by Architect.

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect at cost and by the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

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

(Paragraphs deleted)

§ 11.9

(Paragraphs deleted)

Payments to the Architect

(Paragraphs deleted)

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

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

(Insert rate of monthly or annual interest agreed upon.)

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The prime rate plus two percent (2%)

§ 11.9.3 Offset. Any amounts otherwise due and owing to Architect hereunder are subject to the Owner's right to offset any claims for costs, expenses or damages incurred or reasonably anticipated to be incurred by the Owner against Architect.

§ 11.9.4 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.

§ 11.9.5 Changes. It is specifically understood and agreed that no additional or different services or reimbursable expenses shall be allowed or compensated unless prior written approval is given by the Owner for the specific services and reimbursable expenses at issue.

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.)

The Architect acknowledges and agrees that, to the extent required by the applicable professional standard of care and consistent with Section 3.5.2, the Architect shall ensure that its design meets the requirements of government authorities with jurisdiction over the Project as may be necessary to obtain required regulatory approval.

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 proposals, negotiations, representations, discussions, or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 Entire Agreement. This Agreement and the documents and exhibits referred to herein embody the entire agreement between the parties regarding the subject matter of this Agreement and cannot be modified except by the written agreement of such parties. Any party's special terms or conditions proposed by them (including, but not limited to, any limitations of liability or remedy or disclaimers of liability or remedy) shall expressly not be part of this Agreement and shall not otherwise apply to the Project even if such terms and conditions are attached as an exhibit or otherwise. Any inconsistency between this Agreement and any attachments shall be resolved in favor of this Agreement, which means that, in the case of limitations and disclaimers, no such limitations or disclaimers shall be allowed.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as modified
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

TBD

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

TBD

[X] 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.)

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Exhibit A – Insurance Coverages Required
Exhibit B – Fee Proposal and Standard Fee Schedule
Exhibit C – AIA Document A201™–2017, General Conditions of the Contract for
Construction, as modified by Owner

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

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

OWNER *(Signature)*

Steve Mokrohisky County Administrator
(Printed name and title)

Joseph Moore

ARCHITECT *(Signature)*

Joseph E. Moore, AIA President
(Printed name, title, and license number, if required)

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