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ARTICLE 1 INITIAL INFORMATION

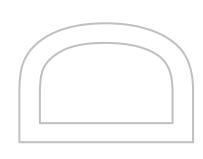


12 SPECIAL TERMS AND CONDITIONS

	.3	Substantial Completion date or dates:
	.4	Other milestone dates:
§ 1.1.5 T	he O	wner intends to retain a Construction Manager pursuant to the following agreement:
		ement type.)
	[<u>X</u>]	AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
	[🔳]	AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.
orth bel	ow:	wner's requirements for accelerated or fast-track design and construction, or phased construction are set
List nun	nber a	and type of bid/procurement packages.)

§ 1.1.12.1 Cor	sultants retained under Basic Services:	
.1	Structural Engineer:	
.2	Mechanical Engineer:	
.3	Electrical Engineer:	
§ 1.1.12.2 Cor	nsultants retained under Supplemental Services:	
§ 1.1.13 Other	Initial Project Information on which the Agreement is based:	
Initial <u>Project</u> adjust the Arc adjust the Ow	ner and Architect may rely on the Initial <u>Project</u> Information. Both parties, how Information may materially change and, in that event, the Owner and the Architect's services, schedule for the Architect's services, and the Architect's comper's budget for the Cost of the Work and the Owner's anticipated design and accommodate material changes in the Initial Project Information.	itect shall appropriately pensation. The Owner shall

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





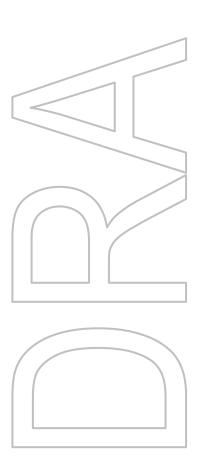
- § 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.
- § 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
- § 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
- § 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, except to the extent Architect knows, or in the exercise of the standard of care should know, of any inaccuracy, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.
- § 3.4 Design Development Phase Services
- § 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.
- § 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design



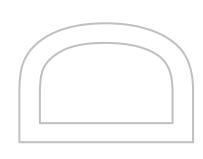










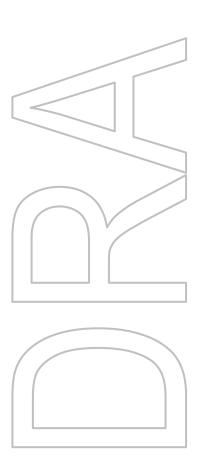


request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant









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

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category Rate (\$0.00)

- § 11.8 Compensation for Reimbursable Expenses
- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Basic Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - Transportation and authorized out-of-town travel and subsistence; subsistence that has been approved in advance in writing by the Owner including airfare, hotel, taxis, rental cars, parking and mileage;
 - .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; Intentionally Omitted.
 - .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; Intentionally Omitted.
 - 9 All taxes levied on professional services and on reimbursable expenses; Intentionally Omitted.

