

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 128

BY: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE DESIGN OF A PROPOSED FIRE STATION NUMBER 5, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2024-065, the Mayor advertised a request for qualifications and proposals for architectural design and consulting services for the design of a proposed Fire Station Number 5 to be located on the south side of Royalton Road, between Pearl Road and Prospect Road; and

WHEREAS, pursuant to Revised Code Section 153.69, the City selected and ranked no fewer than four firms which it considered to be most qualified to provide the required professional design services; and

WHEREAS, the City has negotiated a contract with DS Architecture, LLC, the firm ranked most qualified to perform the required services; and

WHEREAS, the City is desirous of entering into a contract for such services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby finds and determines that after negotiations **DS ARCHITECTURE, LLC** is the most qualified firm to perform the architectural design and consulting services in connection with the design of a proposed Fire Station Number 5; that the compensation being requested is deemed to be fair and reasonable, and that the criteria set forth in Ohio Revised Code Sections 153.65-.70 for the selection of a professional design services firm and negotiation of a contract have been met. All other proposals for this contract are hereby rejected, and any informalities or minor defects in the proposed process are hereby waived.


Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with **DS ARCHITECTURE, LLC** to provide architectural design and consulting services in connection with the design of a proposed Fire Station Number 5, in accordance with the terms and conditions set forth in the proposed contract attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 3. That the funds for the purposes of said contract have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO
 ORDINANCE NO. 2024 – 128
 Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to commence the design of a proposed Fire Station Number 5 to protect the lives and property of citizens of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



 AIRBORN
 President of Council
 Date Passed: 09 03 2024

Approved: 

 Mayor

Date Approved: Sept 3, 2024

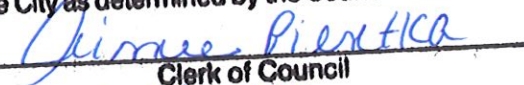
Attest: 

 Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<u>Absent</u>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Spring	<input checked="" type="checkbox"/>	_____

Ord. No. 2024-128 Amended: _____
 1st Rdg. 09-03-24 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: 09-03-24 Defeated: _____

CERTIFICATE OF POSTING
 I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2024-128 was duly posted on 09/06/24, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.


 Clerk of Council
 Dated: 09/06/24



AIA® Document B133® – 2019

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

AGREEMENT made as of the 3rd day of September in the year 2024
(In words, indicate day, month and year.)

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

City of Strongsville, Ohio
16099 Foltz Parkway
Strongsville, Ohio 44149

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

DS Architecture
1020 Huron Road, Suite 101
Cleveland, Ohio 44115

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

Construction of a New Fire Station Number 5

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

TBD

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and 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. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1131688058)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 and Architect's proposal attached as Exhibit A.

(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.)

To be established in accordance with Section 3.3.1 herein

§ 1.1.2 The Project's physical characteristics:

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

The Fire Station Number 5 will be on City owned by property on the South side of Royalton Road, between Pearl Road and Prospect Road, will be approximately 15,000 square feet, and will house administrative offices, meeting areas, physical training areas, shower and locker facilities for male and female firefighters, storage areas, apparatus bays, and their associated emergency service functions.

§ 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.)

\$8,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone

(Paragraphs deleted)

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dates are as set forth in Exhibit A.

§ 1.1.5 The Owner intends to retain a Construction Manager-at-Risk ("Construction Manager") pursuant to Ohio Revised Code Sections 9.33 through 9.335, Ohio Administrative Code 153:1-6-1, and the following agreement:
(Indicate agreement type.)

- 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 (Modified).
- 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.

Architect shall assist Owner and the Owner's selection committee with the selection of the Construction Manager (including evaluating statements of qualifications, attending interviews, advising the Owner on shortlisting of firms and the qualifications of prospective firms, evaluation of proposals from shortlisted firms, and recommendations on the final selection). Architect shall not participate as a voting member of the selection committee. The Architect shall also provide input to the Owner on the selection of Subcontractors and the qualifications of proposed Subcontractors.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

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

N/A – LEED Silver Certification Services as set forth in Exhibit A is not accepted as of the date of this Agreement.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Jack Draves, Fire Chief
City of Strongsville, Ohio
17000 Prospect Road
Strongsville, Ohio 44149
E-mail: Jack.draves@strongsville.org
Phone: 440-580-3216

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

TBD

.2

(Paragraphs deleted)

Other consultants and contractors:

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

N/A

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

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

Jeffrey G. Meyers, AIA, NCARB, LEED AP BD+C
DS Architecture
1020 Huron Road, Suite 101
Cleveland, Ohio 44115
Phone: 216-771-0090
E-mail: jmeyers@dsarchitecture.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural, Mechanical, Electrical, Plumbing, & Technology Engineer:

K2M Design, Inc.
3121 Bridge Avenue
Cleveland, Ohio 44133

.2 Operational Consulting:

K2M Design, Inc.
3121 Bridge Avenue

(Paragraphs deleted)

Cleveland, Ohio 44133

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineering/Site Improvement Plans, Topographic Survey, Boundary Survey/Consolidation Plat (if required)

Osborn Engineering
1111 Superior Avenue, Suite 2100
Cleveland, Ohio 44114

Landscape Architecture:

DERU Landscape Architecture
812 Huron Road E, #411
Cleveland, Ohio 44115

Geotechnical Engineering:

Terracon
12460 Plaza Drive
Parma, Ohio 44130

Third Party Cost Estimating:
TBD

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

N/A

§ 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 Architect shall provide Electronic Files (in native format) to the Owner, Construction Manager, Subcontractors, and separate consultants for their use in connection with the Project. "Electronic Files" shall mean information maintained in a computer system or format that is intended to facilitate a person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, Computer-Aided Design ("CAD") and Building Information Modeling ("BIM") files all in their native format. The Architect shall provide the Electronic Files (1) at no additional cost to the Construction Manager, Subcontractors, separate consultants, or Owner and (2) without requiring the Construction Manager, Subcontractors, separate consultants, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract between the Owner and the Construction Manager. The Owner and Architect reasonably expect that they will provide Electronic Files to each other and to the Construction Manager and separate consultants to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

§ 1.3.1 The Owner and Architect acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include alteration (inadvertent or intentional) and deterioration, which may not be readily apparent through casual observation. The Owner and Architect do not warrant to each other that any Electronic File they provide (1) was not altered through transmission; (2) is compatible with the recipient's computer system or software; (3) will not be altered through degradation of the recipient's storage media; or (4) is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format. Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes. If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file. The Owner and Architect shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives. In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, and the Architect shall also identify principals and employees performing services on behalf of the Project. The identity and qualifications of such persons shall be submitted in writing for the Owner's approval. Once approved, such person shall not be changed without the Owner's written authorization, unless the person leaves the employ of the Architect, in

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which event Architect shall replace the person who has left with another qualified person reasonably acceptable to the Owner. Upon written notice from the Owner, the Architect shall replace any individual deemed by the Owner, in its reasonable judgment, to be incompetent, guilty of misconduct, or detrimental to the Project.

§ 2.4.1 The Architect may provide services through one or more consultants employed by the Architect and approved by the Owner upon terms that are consistent with this Agreement provided the Architect shall remain responsible to the Owner for all duties and obligations of the Architect under this Agreement, regardless of whether such duties and obligations are performed through a consultant. The identity of any consultants and the extent of such consultants' participation in performing the Architect's services, including any consultants identified in Article 1 herein, shall not be altered without the consent of the Owner, which consent shall not be unreasonably withheld. Agreements between the Architect and any of its consultants shall provide that the Owner is a third party beneficiary of such agreements, including but not limited to any guarantees or indemnity obligations of the consultants.

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement through companies licensed to do business in Ohio and rated by "Best" Rating Service of A – VIII or better.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence, two million dollars (\$2,000,000) in the aggregate for products and completed-operations and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. The Commercial General Liability insurance shall provide at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations (shall not exclude coverage to the additional insured(s) for bodily injury or property damage), personal and advertising injury, and liability assumed under an insured contract. The Commercial General Liability policy shall be endorsed to provide that the general aggregate limits apply separately to each of the insured's projects.

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

§ 2.6.3 Umbrella/Excess Liability with policy limits of not less than five million dollars (\$5,000,000). The policy shall provide follow form coverage to the Architect's Employer's Liability, Commercial General Liability and Automobile Liability policy and be primary with no contribution coverage for additional insureds. The policy should also include a separation of insureds endorsement and provide a waiver of subrogation in favor of additional insureds.

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

§ 2.6.4 Workers' Compensation at statutory limits.

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

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Each policy shall include prior acts coverage to the extent any professional services relative to the Project have been performed prior to the inception of the current policy.

§ 2.6.6.1 Pollution Liability: If the services include environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Architect shall maintain a pollution liability policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Architect for damages (including from mold) sustained by the Owner by reason of the Architect's performance of the services. The policy shall have an effective date, which is on or before the date of commencement of services for the Project. The Architect may achieve the Pollution Liability insurance requirement through a professional liability policy which provides the required coverage.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6, including policy renewals. Such certificates shall provide that the Owner will receive written notice of cancellation in accordance with the cancellation provisions applicable to each policy.

§ 2.6.9 The Architect shall pay all deductibles and/or self-insured retentions contained in the policies of insurance required of Architect. The Owner does not represent that required coverages or limits are adequate to protect the Architect.

§ 2.6.10 The insurance requirements under this Section 2.6 shall also apply to the Architect's consultants, and the Architect's consultants shall adhere to the insurance requirements of this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary and reasonably inferable structural, mechanical, plumbing, fire protection, electrical engineering, telecommunications/data design, security evaluation and planning, and furniture, furnishings, and equipment design services. Services not set forth in this Article 3, unless designated elsewhere in this Agreement as a Basic Service, are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect will be responsible for scheduling, conducting and preparing minutes for all Preconstruction Phase meetings. The Construction Manager will be responsible for scheduling, conducting and preparing minutes for all construction stage progress meetings.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, consistent with the Architect's standard of care, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities, and the Architect shall include in the Construction Documents the identity and location of existing underground utilities as provided to Architect.

§ 3.1.7 The Architect shall submit to the building department with jurisdiction over the Project such sets of the Construction Documents as the building department may require for approval, together with any necessary completed applications. The Architect shall also assist the Owner and Construction Manager in connection with the Owner's responsibility for securing permits and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall make usual and customary presentations before any governmental or quasi-governmental entity having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 The Architect shall work to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project and shall promptly make recommendations to the Owner of any action it should take to avoid, eliminate, and/or solve problems and disputes.

§ 3.1.10 The Architect shall provide the Owner with bi-weekly reports in written format acceptable to the Owner which show the status of the Project. With respect to a dispute referenced in the status report, the Architect shall provide to the Owner, upon request, its opinion regarding the range of potential consequences for such dispute.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner, Architect and the Construction Manager (or in the absence of a mutual agreement, upon the 75% completion of the Construction Documents), the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.1.1 If the Construction Documents provided by the Architect to the Construction Manager for the purpose of the Construction Manager preparing its Guaranteed Maximum Price proposal are less than 100% complete, then the Construction Documents shall be accompanied simultaneously by a statement prepared by the Architect containing a description of all materially incomplete design elements and the intended scope and quality of other characteristics of those elements that the Architect intends to describe in the 100% complete Construction Documents.

§ 3.2.2 Upon authorization by the Owner, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Architect shall conform the 100% complete Construction Documents to the Guaranteed Maximum Price Amendment and any prior addenda, Architect's instructions, Change Orders, Construction Change Directives, and minor changes in the Work.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall assist the Owner in developing a program for the Project requirements, including visiting the Project site to document the existing conditions affecting the Work, meeting with designated representatives to review design goals and objectives, developing illustrations and renderings for concept design, and reviewing laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall notify the Owner of (1) any inconsistencies discovered in the program, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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 along with the Architect's estimate of the probable Cost of the Work. The Architect shall meet with the Owner and Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Owner's and 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, 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, technology, materials, fixtures, built-in equipment, interior finishes and other appropriate elements. The Design Development Documents shall also include all proposed or previously agreed upon alternates, a written description of all proposed or previously agreed upon allowances, and 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 along with the Architect's revised estimate of the probable Cost of the Work. 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 Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 50% complete, 75% complete and 100% complete Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the materials, systems, quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall include approved alternates and agreed upon allowances in the Construction Documents. In preparing the Construction Documents, the Architect shall consider the scope of the Work and general market conditions, shall prepare the Construction Documents to support the Construction Manager's plan for subcontracting the Work and to encourage competition, and shall prepare addenda for issuance to the prospective Subcontractors through the Construction Manager. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

(Paragraph deleted)

§ 3.5.4 For the 50% complete Construction Documents, the Architect shall submit to the Owner and Construction Manager an update of the Architect's estimate for the probable Cost of the Work. A meeting shall be held between the Architect, Construction Manager and the Owner so that the Architect may present the 50% Construction Documents, discuss the scope thereof, and to eliminate differences between the Architect's estimate, the Construction Manager's estimate, and the budget for the Cost of the Work. Upon receipt of the Construction Manager's information and estimate, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the 50% Construction Documents

§ 3.5.5 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment. The Architect shall thereafter perform, as a part of Basic Services, such advisory and consulting services as shall be reasonably necessary to notify the appropriate parties and advise on the appropriate corrective action in connection with the correction of any defects in the Work appearing during the applicable warranty and guarantee periods and such Work as may be necessary in connection with the correction of any defects resulting from the negligence of the Architect or Architect's failure to comply with the terms of this Agreement.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

3.6.1.4 The Architect shall attend all final inspections required for any local permit applicable to the Work.

§ 3.6.1.5 Promptly after receiving notice of a concealed or unknown site condition from the Construction Manager, the Architect shall investigate to determine if the Construction Manager has encountered a concealed or unknown site condition and give written notice of its determination to the Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction while the Work is being performed but for not less than an average of sixteen (16) hours per week, 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, to identify non-conformities in the Work, 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 Construction Manager, and (3) defects and deficiencies observed in the Work and recommendations for the correction of such defects and deficiencies.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner, 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 accordance with the Architect's standard of care either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect shall keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of the Architect's response, and a summary of the response. This information may be included in the response to the request for information.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in accordance with the Architect's standard of care. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review the Construction Manager's schedule of values and shall return it to the Construction Manager for resubmittal if it does not contain sufficient details of the labor and materials for each branch of the Work. The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts within seven (7) days after receipt of a Construction Manager's Application for Payment. 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 Construction Manager'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 Construction Manager 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, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager'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's action shall be taken with such reasonable promptness in an effort to cause no delay in the Construction Manager's Work or in construction by the Owner's own forces while allowing sufficient time to permit adequate review.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager'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 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. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services, certifications, and approvals.

§ 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 Construction Manager 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 and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. 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.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .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 review for compliance with the Contract Documents and 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 Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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

§ 3.6.6.6 As-constructed record drawings. As part of its Basic Services, Architect shall prepare and provide one set of "as constructed record drawings" on a computer medium approved by Owner consisting of reproducible record drawings showing significant changes in the Work made during construction based on the Architect's observations and on marked-up prints, drawings and other data furnished by the Construction Manager to the Architect upon which the Architect is entitled to rely in accordance with the Architect's standard of care. The record drawings will contain such annotations by the Architect as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the original Drawings. The parties understand that the accuracy of the record drawings and documents depends in part on the accuracy of information provided by Construction Manager such as "as built drawings", provided however that the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error,

omission, or inconsistency in such information prepared or received from Construction Manager. The Architect shall also provide one set of all other Contract Documents showing the Project as completed on a computer medium approved by Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Except when specifically designated below or elsewhere in this Agreement as a Basic Service, 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Basic Service of Architect
§ 4.1.1.2 Programming	Basic Service of Architect
§ 4.1.1.3 Multiple Preliminary Designs	Basic Service of Architect
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	Basic Service of Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	Supplemental Service of Architect
§ 4.1.1.10 Landscape design	Supplemental Service of Architect
§ 4.1.1.11 Architectural interior design	Basic Service of Architect
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Third Party Cost estimating	Supplemental Service of Architect
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	Basic Service of Architect
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	Basic Service of Architect
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Basic Service of Architect
§ 4.1.1.22 Telecommunications/data design/technology	Basic Service of Architect
§ 4.1.1.23 Security evaluation and planning/design	Basic Service of Architect
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	Basic Service of Architect
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services <ul style="list-style-type: none"> • Topographic Survey • Boundary Survey/Consolidation Plat (if required) • Geotechnical Engineering 	Supplemental Services of the Architect

(Row deleted)

§ 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.)

See Exhibit A

§ 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.)

N/A

§ 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 E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

If authorized in writing by the Owner, 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 except when otherwise designated as a Basic Service, shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. 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 material change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6 if such changes occur following the conclusion of the Design Development Phase;
- .2 Making revisions in Drawings, Specifications, or other documents pursuant to Section 6.7 herein;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 [Intentionally Deleted];
- .7 [Intentionally Deleted];
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing except when otherwise required under this Agreement as a Basic Service;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .14 [Intentionally Deleted]
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included after execution of the Guaranteed Maximum Price Amendment for Work that is subject to the Guaranteed Maximum Price Amendment.

§ 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, and obtain the Owner's written authorization for performing the Additional Services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided

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- information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
 - .5 Following the execution of the Guaranteed Maximum Price Amendment, evaluating substitutions proposed by the Owner or Construction Manager for Work that is subject to the Guaranteed Maximum Price Amendment 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 Construction Manager
- .2 [Intentionally Deleted]
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information required of the Owner under this Agreement in a timely manner.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner, with the Architect's and Construction Manager's assistance, 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, and the Owner in its discretion may change the representative. 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 provided that the Architect acknowledges and agrees that the Owner is a political subdivision subject to the applicable laws of the State of Ohio, that the representative may act only to the extent of the authority granted by the Owner's legislative body, and that some decisions will require action by the Owner's legislative body.

§ 5.5 If reasonably necessary, the Owner shall furnish surveys containing such information as is reasonably necessary for the Project. The Architect shall review all such surveys and evaluate the information for consistency with the Project as it is designed and specified. Where the surveying services are not provided by the Architect as a Supplemental or Additional Service, the Architect shall assist the Owner in defining the necessary scope of and obtaining proposals for these services.

§ 5.6 Unless provided by Architect, and if reasonably necessary, 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

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anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall review all such tests and information and evaluate the information for consistency with the Project as it is designed and specified. Where the services are not provided by the Architect as a Supplemental or Additional Service, the Architect shall assist the Owner in defining the necessary scope of and obtaining proposals for these services.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall require its own consultants to cooperate in the performance of their services with those services provided by the Architect, and the Architect shall coordinate its services and the services of the Owner and Owner's consultants. 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. Where the services are not provided by Architect as an Additional Service, the Architect shall assist the Owner in defining the necessary scope of and obtaining proposals for these services.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise and consult with the Owner on the need for any special testing, inspections or approvals. The Architect shall review all such tests, inspections and reports and evaluate the information for consistency with the Project as it is designed and specified. Where the tests, inspections and reports are not provided by the Architect as a Supplemental or Additional Service, the Architect shall assist the Owner in defining the necessary scope of and obtaining proposals for these services.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not be responsible to provide or pay for such services for the Architect.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, it is not the responsibility of the Owner to determine the adequacy, accuracy or sufficiency of the Instruments of Service and that it is not the responsibility of the Owner to discover errors and omissions in the Architect's Instruments of Service.

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 [Intentionally Deleted].

§ 5.17 The Architect shall advise the Owner of services that will be required for the Project and which are not being provided by the Architect or which are not identified in the Agreement as being the Owner's responsibility, and the Architect shall assist the Owner in selecting and retaining the necessary services.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; soft costs; compensation to attorneys or other consultants of the Owner; costs for loose furnishings and equipment purchased by the Owner and not designed by the Architect; or other costs that are the responsibility of the Owner.

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

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, as part of the Architect's Basic Services and in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase and the completion of the 50% Construction Documents exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, the completion of the 50% Construction Documents, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service but subject to the requirements of Section 4.2.1 and 4.2.1.2 herein, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent estimate of the Cost of the Work or the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment.

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.

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

§ 7.3 The Architect grants to Owner an exclusive license to use the Instruments of Service from the moment of creation, and the Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project. The Owner's license to use the Instruments of Service shall include, but not be limited to, the right to provide the Instruments of Service to another design professional for information and reference in preparing new instruments of service for subsequent improvements. The Owner shall also be permitted to use the Instruments of Service to proceed with Work on the Project in the event that the Architect ceases for any reason to perform any of its obligations under this Agreement, provided that the Owner has paid to the Architect all amounts due and payable as of the date of the Architect's cessation of performance. If an amount due is the subject of a bona fide dispute, the Owner shall nevertheless be entitled to so use the Instruments of Service provided that when the dispute with respect to the amount due is resolved, the parties promptly comply with the terms of the decision resolving the dispute. This license shall be effective immediately and shall not be impaired or terminated by any breach of this Agreement nor by termination of this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 Architect shall not be responsible for claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 [Intentionally Deleted].

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The applicable statutes of limitation and repose under Ohio law shall apply to all causes of action between the parties to this Agreement.

§ 8.1.2 Any request by the Architect for additional compensation shall be made in writing and submitted to the Owner prior to Architect submitting the final invoice. In every written request submitted pursuant to this Section 8.1.2, the Architect shall provide: the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay. The Owner shall review the request and render a decision within a reasonable time thereafter. Failure of the Architect to timely make such a request shall constitute a waiver by the Architect of any request for such fees.

§ 8.1.3 Owner and Architect will first attempt to resolve any dispute, disagreement, controversy or claim (including a request for additional compensation that is not resolved in accordance with Section 8.1.2) through direct discussions. Upon the request of either party, Owner and Architect shall meet as soon as possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between Owner and Architect, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If the meeting does not occur within the thirty (30) day period, or if after meeting Owner and Architect determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, within thirty (30) days thereafter, follow the process set forth in Section 8.2 herein.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled in accordance with Section 8.1 herein, the dispute shall be subject to mediation, as adopted and described by the American Arbitration Association, with the parties splitting the costs thereof evenly.

§ 8.2.2 [Intentionally Deleted].

§ 8.2.3 [Intentionally Deleted].

§ 8.2.4 If the parties do not resolve a dispute pursuant to Section 8.1 or this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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 as set forth in Section 10.1 herein. The Architect shall proceed with the Architect's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect and the Owner in writing and provided that the Owner continues to make payment, in accordance with the Agreement, of any amounts not in dispute in good faith pending final resolution of any dispute in accordance with this Article.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party

sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 Either party may terminate this Agreement for cause upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and such failure to perform is not cured within seven (7) business days following a notice of default. In the event of a termination for cause by the Owner, if the unpaid balance of the compensation to the Architect, plus Reimbursable Expenses, is insufficient to cover Owner's costs and damages in completing the services, including the costs of contractors, engineers, architects, attorneys and other professionals, then the Architect shall be responsible for the insufficiency.

§ 9.5 The Owner may terminate this Agreement for the entire Project or for any portion of the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. Upon receipt of the notice, the Architect shall immediately (i) cease operation as specified in the notice; (ii) not enter into further consultant agreement except as necessary to complete the continued portions of the Project; (iii) terminate all consultant agreements to the extent related to the terminated services; and (iv) proceed with the services not terminated. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience. A termination by the Owner under this Section 9.5 shall not affect the rights or remedies of the Owner against the Architect then existing or which may thereafter accrue for services performed before the termination.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, but not to exceed the allocation and caps for the portion of the Agreement that is terminated.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A -- there will be no Licensing Fee

§ 9.8 [Intentionally Deleted].

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Ohio, and the Court of Common Pleas of the County where the Project is located shall have exclusive jurisdiction over any action concerning this Agreement except when the U.S. District Court for that County is determined to have exclusive jurisdiction.

§ 10.2 Terms in this Agreement with initial capital letters and not otherwise defined shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. Should the Owner terminate this Agreement with the Architect, the Owner may, upon Owner's request, obtain assignment of any of the Architect's agreements with its consultants. As a condition precedent to the Owner's payment of Architect's invoices, the Architect shall supply the Owner with copies of the Architect's agreements with its consultants.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, provided, however, that it is understood, that third parties, such as contractors, depend, at times, upon the proper performance of the Architect's obligations, and nothing shall be construed as limiting Architect's liability toward Owner for damages to Owner with respect to such third parties on account of Architect's failure to perform its obligations.

§ 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. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing.

§ 10.7 Public relations or publicity about the Project shall be within the control and with the consent of the Owner. 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

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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 information designated by the other as "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law (including the Ohio Public Records Act), 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.

§ 10.10 No remedy conferred upon either party by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the parties shall be cumulative and shall be in addition to any other remedy given to the parties hereunder or now or hereafter existing. No delay, omission of forbearance to exercise any right, power or remedy accruing to the Owner or the Architect hereunder shall impair any such right, power or remedy nor shall it be construed to be a waiver of any breach hereof of default hereunder. Every such right, power or remedy may be exercised as often as deemed expedient.

§ 10.11 If the Architect becomes aware of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect shall endeavor to provide prompt notice to the Owner by the most expedient means available.

§ 10.12 Notice. Where the Agreement requires one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail or by courier.

§ 10.13 Computing Time. When this Agreement refers to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday. Except for the foregoing, all periods referred to in this Agreement include Saturdays, Sundays, and legal holidays.

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)

Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other

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(Describe the method of compensation)

N/A

§ 11.1.1 The Architect's compensation includes all compensation for providing its services, including without limitation, salaries, benefits or other compensation of the Architect's employees at the principal office, branch offices and the field office; general operating expenses of the Architect's principal office, branch offices and the field office; any part of the Architect's capital expenses, including interest on the Architect's capital employed for the Project; profit; overhead or expenses of any kind (including but not limited to all reproduction costs not associated with the reproduction of Contract Documents for distribution to bidders or proposers, all mailing and travel costs, all costs associated with carrying and maintaining the required insurance under this Agreement) except for those separate Reimbursable Expenses as identified herein; any costs incurred due to the negligence of the Architect; the Architect's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees; fees and expenses of consultants; and membership in trade, business or professional organizations.

§ 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.)

Civil Engineering/Site Improvement Plans	\$67,500
Topographic Survey	\$8,500
Boundary Survey/Consolidation Plat (if required)	\$10,000
Landscape Architecture	\$14,600
Geotechnical Engineering	\$10,745
Third Pary Cost Estimating	\$25,640

Any other Supplemental Services shall be confirmed in advance and in writing by the parties, including any necessary adjustments for Reimbursable Expenses. The hourly billing rates set forth in Section 11.7 shall provide the basis for compensation for such other Supplemental Services.

§ 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.)

To be confirmed in advance and in writing by the parties, including any necessary adjustments for Reimbursable Expenses. The hourly billing rates set forth in Section 11.7 shall provide the basis for compensation.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

N/A percent (N/A%).

§ 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:

Programming	five	percent (5	%)
Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	twenty-five	percent (25	%)
GMP	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
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

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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.)

See Exhibit A
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses
(Paragraphs deleted)
identified in Exhibit A under "REIMBURSABLE EXPENSES".

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants without markup. The Architect shall use all reasonable means to minimize Reimbursable Expenses, and the Architect's statement for payment of Reimbursable Expenses shall include the nature of the expense, the identity of the person incurring the expense, the date upon which the expense was incurred, and the reason for the expense, together with receipts for the expense. Reimbursable Expenses shall not exceed \$3,000 without prior approval of the Owner.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

N/A – there shall be no additional reimbursement to the Architect for the insurance coverage in Section 2.6

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$N/A) 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.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable
(Paragraphs deleted)

within thirty (30) days following presentation of the Architect's invoice to Owner.

§ 11.10.2.2 Each invoice shall set forth the amount due for services rendered, Reimbursable Expenses, a detailed breakdown of the amount, and the sum of all prior payments. The Owner shall review each such invoice and may make

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such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing provided that Owner generally identifies in writing to the Architect the reasons for such exceptions. All disputed payments are due and payable within 10 days of resolution of the disputed amount.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Indemnity/Liability.** In accordance with Ohio Revised Code 153.81, Architect shall indemnify the Owner and its officers and employees for liabilities the Owner, its officers or employee incurs for the death of or injury to a third party that is proximately caused by the provision of the services. The indemnification shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Ohio Revised Code, of the Architect or any consultant, subcontractor, or other entity used by the Architect, in performing the services. Nothing shall be construed as a limitation of any rights, responsibilities and requirements as may be set forth in Ohio Revised Code Section 153.87.

§ 12.2 The Architect acknowledges that the safety of the Owner's invitees, employees and guests is of the utmost importance. The Architect shall make a good faith effort so that no employee of the Architect or any consultant or consultant's employees, will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Project or use tobacco or bring firearms, or other dangerous materials onto the property of the Owner. The Architect will take no action jeopardizing the safety of the Owner's invitees, employees, or guests and, without the Owner's written approval, shall take no action that interferes with the Owner's activities. The Owner reserves the right to require the Architect and its employees and any consultants and the consultant's employees to wear identification (subject to applicable safety standards), to stay in designated work areas at all times while on the Owner's property and to record on a log the presence of employees of Architect or Architect's consultant upon entering the Owner's property. The Owner shall have the right to effect the immediate removal of the Architect's employee or any consultant or consultant's employees from the Project site for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of invitees, employees or guests of the Owner and for other good cause shown. The Architect will not employ employees or consultants at the Project site who will be working within proximity of students or minors if such personnel have pled guilty to or have been convicted of any of the offenses enumerated within Section 3319.39 of the Ohio Revised Code.

§ 12.3 The Architect represents that it is not subject to a finding for recovery under Section 9.24 of the Ohio Revised Code, or that Architect has taken the appropriate remedial steps required under Section 9.24 of the Ohio Revised Code or otherwise qualifies under this section.

§ 12.4 **Non-Discrimination.** Architect agrees to the following:

§ 12.4.1 That, in the hiring of employees for the performance of services under the Agreement or any agreement with a consultant of the Architect, Architect and any consultant of the Architect or person acting on Architect's or a consultant's behalf shall not discriminate against any citizen of the state who are qualified and available to perform the services to which the employment relates by reason of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition;

§ 12.4.2 That Architect and any consultant of the Architect or person acting on Architect's or a consultant of the Architect's behalf shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the Agreement on account of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

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

[N/A] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[N/A] 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.)

N/A

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

N/A

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

Thomas P. Perciak
OWNER (Signature) City of Strongsville
Thomas P. Perciak, Mayor
(Printed name and title)

Jeffrey G Meyers
ARCHITECT (Signature)
Jeffrey G Meyers, CEO, RA #0914903
(Printed name, title, and license number, if required)

Approved as to Form:

Neal M. Jamison
Neal M. Jamison, Director of Law

CERTIFICATE

As fiscal officer of the City of Strongsville, I certify that the moneys required to meet the obligations of the City during the current fiscal year for the Agreement to which this is attached have been lawfully appropriated by the Council of the City for such purposes and are in the City treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: 9/3/2024, 2024

Eric Dean
Director of Finance

Int.

EXHIBIT A
ARCHITECT'S PROPOSAL



~~7/31/2024~~ REVISED 8/16/2024

Jack Draves, Chief
Strongsville Fire & Emergency Services
17000 Prospect Road
Strongsville, OH 44149

Re: Strongsville Fire Station #5
South Side of Royalton Rd, between Pearl Rd and Prospect Rd
Strongsville, OH 44149

Dear Chief Draves,

DS Architecture is pleased to have the opportunity to submit our proposal for architectural and engineering services. Thank you for taking the time to meet with our team and discuss your plans for the construction of your new Fire Station #5. For over 40 years we have based our approach to architecture on the simple but effective methodology of:

We listen. We encourage the sharing of information, ideas, and goals. This collection of input at the outset of the process lays the groundwork for a solution that best meets the budget, schedule, form, and functional needs.

We lead. We guide discussion and promote collaboration among all team members to generate the best possible solution.

We Innovate. Every project is unique. Reaching the optimal solution for each requires a team committed to studying, assessing, and developing the most efficient and enduring design.

Our Promise: We maximize client involvement, from design conception to the final stages of construction. We encourage clients to join our design team, reviewing and approving every major milestone of the architectural process.

SCOPE OF WORK

DS Architecture understands the project involves the construction of your new Fire Station #5, located on the 2.78-acre City-owned property, on the South side of Royalton Road, between Pearl Road and Prospect Road in Strongsville, Ohio. Fire Station #5 will be approximately 15,000 SF and is expected to house administrative offices, meeting areas, physical training areas, storage, shower, and locker facilities for male and female firefighters, storage areas, apparatus bays, and associated emergency service functions. The overall building design will focus on the avoidance of contamination from both firefighting and emergency service medical service operations, including infection control and apparatus exhaust emission removal. Effective communications and audio-visual systems, fire suppression systems, low building maintenance features, and auxiliary power generation systems will also be emphasized. The estimated construction cost is \$8M.

SCOPE OF ARCHITECTURAL | ENGINEERING SERVICES

Items understood to be included in the base Architectural Fee are denoted in the table as, "Base Arch Fee." Items not included in the "Base Arch Fee," are denoted in the table as, "Add'l Service. Those items require additional compensation at the hourly rates listed within this proposal. Additional services will not commence without written authorization from the owner. Please initial next to each additional service you accept.

	Base Service	Add'l Service	N/A
Programming Idea Conception			
Field measuring and photography as necessary to produce (or validate owner-provided) background drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Verify the Owner's list of building functions and spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verify the Owner's list of equipment and furnishings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identification of specific departmental and room occupancies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Create room-by-room function and relationship criteria and interaction diagrams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Create a departmental interaction matrix	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Determine preliminary structural, mechanical, electrical, plumbing, technology, and other engineering disciplines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development of block plans with relative special requirements that identify all rooms and circulation; provide exit analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain owner's written authorization to proceed to the next phase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schematic Design Idea Exploration			
Assist owner in Construction Manager at Risk selection process	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Building Code Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Zoning Code Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial site plan with diagrammatic indications showing relationships	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development of floor plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior finishes selections and concept imagery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complete general descriptive views or elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Illustrative sketches and models	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Creation of three-dimensional, presentation renderings for marketing/fundraising	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Analysis and preliminary selection of comparative systems for structural, mechanical, electrical, and any other required systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimate of probable construction cost based on all available data (provided by third-party cost estimator)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schematic design deliverables (often including the following: site plan, floor plan(s) w/ overall dimensions, sections, exterior elevations, and 3D imagery)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain owner's written authorization to proceed to the next phase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design Development Idea Refinement			
Preparation of site plan indicating building location(s) and site improvements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refinement of interior finishes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Study materials, equipment, fixtures, and building systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Further development of comparative systems for structural, mechanical, electrical, and any other required systems and selection of those to be used in the project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project outline specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtaining preliminary review and comments from authorities having jurisdiction including the Building Department, Fire Marshal, and Health Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If permitted by local authorities having jurisdiction, receive final review and approval from zoning / planning commission and/or design review board, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Update estimate of probable construction cost based on all available data (provided by third-party cost estimator)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Design development deliverables produce floor plans, sections, notes, and elevations with full dimensions. These drawings typically include door and window details, finishes and outline material specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assist owner in GMP Agreement with CMAr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain owner's written authorization to proceed to the next phase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Construction Documents Idea Finalization			
Finalize floor plans, elevations, sections, schedules, notes, and all other applicable drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complete selection of materials, equipment, fixtures, and building systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complete design of structural, mechanical, electrical, and any other required systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Update estimate of probable construction cost (provided by third-party cost estimator)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction document deliverables include a set of drawings, project specifications, and general conditions that include pertinent information required for the contractor to price and build the project and to obtain required permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not completed in design development submit construction documents to the zoning commission, planning commission, and design review board for review and permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Submit construction documents to authorities having jurisdiction including the building department, fire marshal, and health department for review and permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain owner's written authorization to proceed to the next phase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bidding and Negotiation with Contractors Idea Value			
Distribute bidding documents to prospective bidders (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist owner in GMP Agreement and Amendment with CMAr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule and oversee a pre-bid conference, prepare minutes, and distribute to prospective bidders (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Record responses to bidders' requests for clarification in the form of a written addendum distributed to all registered bidders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluation of proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, prepare a bid tabulation form and assist the owner in the receipt, tabulations, and analysis of bids. Check bids for irregularities. Advise the owner in the section of alternates and obtain owner's approval. Assist owner in the process of acceptance or rejection of bids (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify bidders of acceptance or rejection (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist owner in preparation of construction contract(s) (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Obtain contractor(s) certificate of insurance, performance, and payment bond (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist owner in preparing and sending contractor(s) notice to proceed with the work (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The final deliverables for bidding and negotiations are a prepared construction contract between owner and contractor. (provided by CMAr)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Obtain owner's written authorization to proceed to the next phase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Administration Idea Realization			
Bi-weekly onsite meeting for a duration of eight to ten months. If construction duration continues beyond ten months DS Architecture will be retained at the hourly rates below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Require a weekly field report from the construction manager at risk (CMAr) that shows work completed, work planned for the following two weeks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Review, approve, or decline with the owner the contractor(s) list of sub-consultants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain and review CMAr's submittal schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify any 3 rd party tests or inspections required within the schedule and coordinate with CMAr on selection of third-party inspector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Establish project pre-construction meeting. Additionally, identify project components that will have pre-installation meetings and meeting minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obtain and review construction schedule provided by the CMAr on a biweekly basis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Receive and review CMAr schedule of values	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Review and respond appropriately to CMAr's applications for payment monthly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, receive and review shop drawings, requests for information, submissions, and potential change order requests and respond accordingly. Maintain a shop drawing, RFI, submittal, and change order log. Shop drawings include up to two reviews in base bid	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observe construction process to confirm substantial completion upon receiving contractor(s) notification of substantial completion and list of items to be completed or corrected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluate CMAr punch list and respond accordingly. Two evaluations are included within these services, additional punch list reviews will be billed at the hourly rates listed below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
When the project is judged to be substantially complete, prepare a Certificate of Substantial Completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Request CMAr to submit project close-out documents and attic stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirm CMAr has obtained a certificate of occupancy and complete final punch list walkthrough	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Review the CMAr application for final payment, including required attachments such as waivers of lien and consent of surety documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Issue a final certificate of payment, if required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Optional Architectural Services			
LEED or GBCI related design or documentation services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Three-dimensional, photorealistic renderings for marketing/fundraising	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conformance documents based upon authorities having jurisdiction reviews and approvals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Record drawings based upon contractor's provided information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Services			
Civil Engineering/Site Improvement Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Civil Engineering/ODOT Permitting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site civil engineering including topography, site grading, utilities, drainage calculations, and soil erosion prevention details	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Existing conditions site survey to include topography	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Existing conditions site survey to include boundary consolidation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complete American with Disabilities Act accessibility compliance review of existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Structural Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Technology Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Room Call System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engineering associated with new or existing building generator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical Soil Investigations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire suppression performance documents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Graphic Design, Wayfinding, and Branding	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscape architectural engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos, Phase 1 and/or Phase 2 Environmental Investigational Studies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excluded Services			
Cost of building permits or applications for building permits or zoning permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional services and/or exclusions listed in the attached third-party consultant's proposals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Testing and inspection of any kind required by code and local authorities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Multiple phases with multiple sets of bid documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discovery and investigation of issues beyond visual observation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation and attendance of public meetings such as planning commission, board of zoning appeals, and/or council/commissioner meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REVISED to be included 8/16/2024

ARCHITECTURAL | ENGINEERING FEES

We will provide you with Architectural and Engineering services as herein described for a stipulated sum of \$831,345 (Eight Hundred Thirty-One Thousand, Three Hundred Forty-Five Dollars). Progress billing will occur monthly and include reimbursable expenses. This stipulated sum does not include reimbursable expenses.

Reimbursable expenses are estimated at a \$3,500 allowance for this project.

Payments shall be postmarked within 60 calendar days of the DS Architecture invoice date. Late payments are subject to a late fee of 1.5% per month (18% APR.)

The fee breakdown for this project is indicated below (which is included in the above maximum):

BASE SERVICES:

Architectural: DS Architecture, LLC	\$443,000
Operational Consulting: K2M Design	\$25,000
Structural, Mechanical, Electrical, Plumbing, & Technology Engineering: K2M Design	\$252,000
Total Base A/E Design Fees	\$720,000

SUPPLEMENTAL SERVICES:

Civil Engineering/Site Improvement Plans: Osborn Engineering	\$67,500
Topographic Survey: Osborn Engineering	\$8,500
Boundary Survey/Consolidation Plat (if required): Osborn Engineering	\$10,000
Landscape Architecture: Deru Landscape Architecture	\$14,600
Geotechnical Engineering: Terracon	\$10,745
Subtotal Supplemental A/E Fees	\$111,345
Total A/E Fees	\$831,345

ARCHITECTURAL | ENGINEERING OPTIONAL SERVICES

We will provide you with Architectural and Engineering services as listed below at an additional fee. Please initial next to each service you accept:

LEED Silver Certification Services

Task 1 Design & Management
DS Architecture, LLC \$70,000 _____

Task 2 Engineering Design
K2M Design \$30,000 _____

Third-Party Cost Estimating

Task 1 Cost Estimating (SD/DD/CDs):
Construction Consulting & Estimating \$25,640 _____

REIMBURSABLE EXPENSES

Reimbursable Expenses listed below are not currently anticipated as part of the scope of the project and are not included in the above fee:

1. Expenses for overnight delivery services.
2. Planning Commission fees and/or Board of Zoning Appeals fees.
3. Plan approval and review fees.
4. Advertisement fees, such as for project bidding.
5. Air travel expenses and associated time.
6. Electronic File Transfer Protocol (AutoCAD or Revit Files)
 - a. Owners may have electronic files if requested but must sign a release form. The release form states that the fee is \$1.00 and considered paid.
 - b. Vendors who are working on the project and request electronic files for that project will be sent electronic files after they have signed a release and paid a stipulated amount.
7. AIA Contract forms associated with the construction of the project.

ADDITIONAL SERVICES

Hourly rates for Architectural additional services are as follows:

Chief Executive Officer	Chief Operating Officer	Managing Principal
\$245	\$205	\$195
Director of Design	Director of Operations	Director of Bus Develop/Marketing
\$180	\$125	\$130
Design Director	Business Administrative Manager	Marketing/Admin Associate
\$170	\$90	\$75
Senior Project Manager 3	Senior Project Manager 2	Senior Project Manager 1
\$165	\$150	\$140
Project Manager 3	Project Manager 2	Project Manager 1
\$130	\$125	\$115
Project Designer 3	Project Designer 2	Project Designer 1
\$110	\$100	\$85
Interior Designer 3	Interior Designer 2	Interior Designer 1
\$140	\$115	\$100
Graphic Designer		
\$85		

ANTICIPATED SCHEDULE

Phase	Anticipated Duration
Programming Idea Conception	2-4 Weeks
Owner Review	1 Week
Schematic Design Idea Exploration	6-8 Weeks

Owner Review	1 Week
Design Development Idea Refinement	8-10 Weeks
Owner Review	1 Week
Construction Documents Idea Finalization	10-12 Weeks
Owner Review	2 Weeks
Bidding and Negotiation Idea Value	6 Weeks
Contract Administration Idea Realization	8-10 Months

This proposal is valid for 60 days after which time DS Architecture reserves the right to re-evaluate and revise this proposal. The contract between us will be a Standard American Institute of Architects Contract agreement form Between Owner and Architect.

Either party may terminate this proposal upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this proposal through no fault of the party initiating the termination. The owner may terminate this proposal upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. If the project is placed on hold for thirty or more calendar days, at no fault of the Architect, a re-engagement fee will be negotiated between the Owner and Architect. The Architect's fees for the remaining services and the time schedules shall also be equitably adjusted.

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective documents, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. The Architect grants to the Owner a nonexclusive license to use the Architect's document solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project.

DS Architecture does not have control over the cost of labor, materials, or equipment, over Contractors' methods of determining prices, or over competitive bidding, market, or negotiating conditions. Accordingly, DS Architecture does not warrant or represent that competitively bid or negotiated prices will not vary from the Construction Budget or any estimate of cost or evaluation prepared, or agreed to, by DS Architecture. The City of Strongsville will indemnify DS Architecture of any provisions within third-party contracts. Our liability limits for the project are limited to the cost of the architectural and engineering fees listed above.

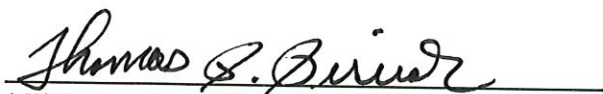
Your signature at the bottom of one copy of this letter returned to this office will be our notice to proceed. Please retain a copy of this letter for your records. Please feel free to contact me if you have any questions or concerns. We await your instructions to proceed and look forward to working with you.

Sincerely,

DS ARCHITECTURE



Jeffrey G. Meyers, AIA, NCARB, LEED AP BD+C
 Chief Executive Officer
 DS Architecture, LLC



Thomas P. Perciak, Mayor
 Strongsville Fire & Emergency Services
 The City of Strongsville

