



AIA® Document B133® – 2019

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

AGREEMENT made as of the Tenth day of July in the year Two-Thousand and Twenty-Four.

(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:

(Name, legal status, address, and other information)

Monroe County Capital Improvement Board of Managers
302 S. College Ave.
Bloomington, IN 47403
C/O James L. Whitlatch, JD
PO Box 910
Bloomington, IN, 47402
812 332 9395

and the Architect:

(Name, legal status, address, and other information)

Schmidt Associates, Inc.
415 Massachusetts Avenue
Indianapolis, IN 46204

for the following Project:

(Name, location, and detailed description)

2018-067
Monroe County Convention
302 South College Avenue
Bloomington, IN 47403
812-336-3681

The Construction Manager (if known):

(Name, legal status, address, and other information)

Weddle Bros. Constriction CO, Inc.
2182 W Industrial Park Dr.
Bloomington, IN 47404

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.

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.

(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.)

See attached Program Summary (Attachment A).

§ 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. .)

Provide new Exhibit Hall (approximately 60,000 SF, with Kitchen and Loading Dock on East Site and renovation of existing facility (approximately 40,000 SF). Team will need to work with City and Utilities to vacate alley and relocate utilities.

§ 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.)

\$65 Million Total Project Cost. \$52 Million Construction Cost – First Phase.

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

.1 Design phase milestone dates, if any:

See attached Project Schedule (Attachment B)

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- .2 Construction commencement date:
See attached Project Schedule (Attachment B)
- .3 Substantial Completion date or dates:
See attached Project Schedule (Attachment B)
- .4 Other milestone dates:
N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to 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.
- 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.

§ 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.)

Anticipate 2 Early Packages. GMP #1 Package – Long lead time equipment, site work, utilities, and logistics. GMP #2 Package – Concrete and Steel.

(Paragraphs deleted)

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

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

Owner Representatives
Deb Kunce
Mary Krupinski
J.S. Held
429 N Pennsylvania
Indianapolis, IN 46204

John Whikehart
Chair of Monroe County Capital Improvement Board of Managers
100 W Kirkwood Ave
Bloomington, IN 47404
812-349-2550

§ 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:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

N/A

.4

(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.)

Eddie Layton
Project Manager
415 Massachusetts Avenue
Indianapolis, IN 46204
317-263-6226
elayton@schmidt-arch.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 Engineer:

Walter P. Moore
1100 Walnut Street
Suite #1825
Kansas City, MO 64106
816-701-2100

.2 Mechanical and Plumbing Engineer:

IMEG Corporation
8900 Keystone Crossing
Indianapolis, IN 46240
317-848-5045

.3 Electrical and Technology Engineer and Acoustical Design:

IMEG Corporation
8900 Keystone Crossing
Indianapolis, IN 46240
317-848-5045

.4 Civil Engineer:

Bledsoe Riggert Cooper James (BRCJ)
351 West Tapp Road
Bloomington, IN 47403
812-336-8277

.5 Landscape Architect:

Cornerstone Planning & Design
4403 Trailgate Drive
Indianapolis, IN 46268
317-875-7224

.6 Design Architect:

Convergence Design
1600 Genessee Street
Suite #620
Kansas City, MO 64102

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Land Surveyor:

Bledsoe Riggert Cooper James (BRCJ)
351 West Tapp Road
Bloomington, IN 47403
812-336-8277

.2 Food Service:

Reitano Design Group
Road
302 North Design Group
Studio One
Indianapolis, IN 47202
317-637-3204

.3 Code Consultant:

RTM Consultants
6640 Pardale Place
Suite J
Indianapolis, IN 46254
317-329-7700

.4 Geotechnical Engineer:

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 may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may subject to

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negotiation adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall 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. Which representative shall be approved by Owner in advance. Owner may also reasonably request replacement of the representative by giving written notice to Architect. Architect shall act in good faith to replace the representative with a representative approved by Owner as soon as possible but in no less than 60 days from the date of the Owner's request.

§ 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. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for any additional cost.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

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

§ 2.6.4 Workers' Compensation 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 five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** ^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. Architect shall provide Owner notice within 30 days of any changes, cancellations, or non-renewal of any of the insurance set forth in the Article 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 site design (civil engineering and landscape architecture), interior design, and structural, mechanical, and electrical engineering services. Also as part of the Architect's Basic Services, the Architect will provide Design Services for the Telecommunication Systems and supporting Infrastructure. This entails spaces, pathways, components, and systems included as part of the Construction cost, which includes Telephone System, Local Area Network/Wide Area Network (LAN/WAN), Wireless Networks, Paging/Intercommunications, Sound Reinforcement Systems, Instructional Video, Electronic Building Access Control, Surveillance, and Structural Cabling. Services not set forth in this Article 3 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.

§ 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's 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. Owner shall not be responsible for and Architect hereby waives any adjustment to the cost or schedule resulting from Architect's interpretation of service or information furnished by the Owner and Owner's consultants.

§ 3.1.3 As soon as practicable after the date of this Agreement understanding that time is of the essence, 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.

§ 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. The Architect warrants and represents that the Architect's services shall comply with all applicable laws.

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

- .1 Refer to 4.2.1 for a description of Additional Services related to obtaining approvals and permits by local authorities.
- .2 Refer to the attached "Permitting Checklist" for a description of permitting related activities and an indication of Basic Services or Additional Services.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, 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 If applicable, the Architect shall assist the Owner in the procurement of consultants providing geotechnical evaluations and related commissioning services as described in Article 5.

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

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, 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 or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. 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.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, 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 or Control Estimate.

§ 3.3 Project Definition Phase Services

§ 3.3.1 The purpose of the Project Definition Phase includes:

- .1 Identification of the Project goals and parameters
- .2 Affirmation of the Owner's program of spaces, which includes size, quantity, quality and function
- .3 Determination of the Project's conceptual organization and configuration
- .4 Affirmation of the Project's site development requirements and regulatory requirements
- .5 Determination of the infrastructure systems
- .6 Affirmation of the level of quality of the materials and finishes
- .7 Affirmation of the total budget for the Project, which includes the Construction Manager's estimate for the cost of the Work
- .8 Affirmation of the Construction Manager's work plan to manage, coordinate and process the Project
- .9 Affirmation of the Project schedule, which identifies the target dates for major milestones, activities and decisions

§ 3.3.2 The Architect shall evaluate the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement or delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall design to be in compliance

with the City of Bloomington ordinance regarding LEED. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the conceptual design, the Architect shall prepare Project Definition Documents for the Construction Manager's review and their inclusion of Cost and Schedule information for the Owner's approval. The Project Definition Documents shall consist of:

- .1 An itemization of all spaces that are part of the Project, including their size, quantity and function in accordance with the program provided by the Owner. Refer to Article 4 for a description of Additional Services related to the development of the Owner's program.
- .2 Drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and shall include some combination of study models, perspective sketches, or digital representations.
- .3 Preliminary descriptions of major building systems and construction materials shall be noted on the drawings or described in writing.
- .4 A summary of the total Project Budget, which includes the Construction Manager's estimate of the Cost of the Work prepared in accordance with Article 6. The estimate shall be based on current area, volume or similar conceptual estimating techniques.
- .5 A Project schedule, prepared in conjunction with the Construction Manager, which identifies the target dates for major milestones, activities and decisions.

(Paragraphs deleted)

§ 3.3.6 The Architect shall consider environmentally responsible design alternatives for owner consideration in order to meet goal of obtaining LEED Silver designation as required by the City of Bloomington ordinance, 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 other environmentally responsible design services under Article 4.

§ 3.3.7 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 schedule and budget for the Cost of the Work .

§ 3.3.8 The Architect, in conjunction with the Construction Manager, shall submit the Project Definition Documents to the Owner and request the Owner's approval. If Project Definition Documents are not aligned with Owner's Budget, then Architect, in collaboration with the Construction Manager, shall take necessary actions to make recommendations to the Owner for aligning the design with the budget. The Architect shall then revise such documents to reflect alignment and present to Owner and request the Owner's approval.

§ 3.4 Final Design Phase Services

§ 3.4.1 Based on the Owner's approval of the Project Definition 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 Final Design Documents for the Construction Manager's review and the Owner's approval. The Final Design Documents shall illustrate and describe the development of the approved Project Definition Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Final Design Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Final 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 Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the technical requirements of the approved Final Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the 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, Owner's legal counsel, and Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.5.4 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 Owner and Construction Manager to review the Construction Documents.

§ 3.5.5 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 award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services and shall work in concert with the Construction Manager. 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work but shall be required to act in to a reasonable degree of diligence in respect to site observations . On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the 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 between the Architect and Owner or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 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 and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the 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 Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an

approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 After the Construction Manager reviews, approves, and transmits the submittals, the Architect shall review 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.

§ 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.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals 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 shall review Change Orders and Construction Change Directives prepared by the Construction Manager and forward to the Owner for the Owner's written approval and execution. In order to be a valid enforceable Change Order, the Change Order must be in writing and signed by the Owner.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct on-site reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final on-site review 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 on-site reviews shall be conducted with the Owner and the Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. 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 11.2 below or attach the description of services as an exhibit to this Agreement.)

(Table deleted)

(Paragraph deleted)

§ 4.1.1.1 **Site Studies.** The Architect will provide services to conduct an analysis and assessment of up to four sites identified by the Owner to be considered for this Project. The analysis will include the availability of utilities, zoning requirements, site development considerations, and the ability of the site to meet the needs identified in the Strategic Program Document.

§ 4.1.1.2 **Document Existing Conditions.** The Architect will prepare measured BIM drawings of existing conditions or facilities when none exist and are necessary for the execution of the project. This investigation is based upon visual observation to the extent available to the Architect at the time the investigation occurs.

§ 4.1.1.3 **Procurement of Furnishings and Equipment.** The Architect will create a list of furnishings and equipment to be purchased for the new facility. Working in concert with administration and staff, a complete list will be compiled, specifications written, bids taken, and deliveries verified to accommodate facility needs. All discounts shall be passed direct to the Owner.

§ 4.1.1.4 **Procurement of Technology Equipment.** The Architect will provide Design Services for the design and procurement of technology loose equipment that is not included as part of the Construction Cost. This includes monitors, disc players, file servers, computers, printers, fax machines, scanners, document cameras, and copiers.

§ 4.1.1.5 **Phased Bid Packages.** The Architect will provide services in a manner that will enable sequential or early release Bid Packages. The Owner recognizes that this method of three-phased design/bid/construction reduces the ability to fully coordinate the design and documents, which increases the amount to be allocated towards the construction contingency.

§ 4.1.1.6 **Extended Construction Services.** N/A

§ 4.1.1.7 **LEED® Certification Services.** The Architect will provide the following services to assist the Owner in obtaining certification of the Project from the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED®). Certification is solely at the determination of the USGBC. Procurement of these services does not guarantee certification.

.1 **Administrative Services.** The Architect will administer the LEED® Certification process. This includes preparing a LEED® Certification Plan, registering the Project for certification by the USGBC, monitoring

the LEED® Certification process, providing specifications in accordance with the Certification Plan and submitting supplemental information/data to the USGBC necessary to obtain certification.

- .2 **Energy Modeling.** The Architect will provide services to prepare a computer-generated energy model with all necessary data and analysis as a submission to obtain LEED® Optimize Energy Performance Credit(s).
- .3 **Measurement and Verification Plan.** The Architect will develop the Measurement and Verification Plan that provides the ongoing accountability of building energy consumption over time. The Measurement and Verification Plan will be consistent with the LEED® Credit Requirement.

§ 4.1.1.8 **Utility Company Rebates.** The Architect will assist the Owner with the preparation and submission of information requested to obtain possible rebates from local utility companies.

§ 4.1.1.9 **Building Optimization.** The Architect will assist the Owner in optimizing the building's energy performance so as to operate within the range of the design model. This is a post-occupancy service, which includes monitoring the building systems' operation, analyzing actual performance and energy use against the computer-generated design model, and providing recommendations that optimize the systems.

§ 4.1.1.10 **Post Construction Documentation.** The Architect will obtain the changes to the site plans and floor plans that have occurred during construction, including those provided by the Owner and the Contractor, and input into a digital set of drawings for the continued use by the Owner in the management and operation of the facility. This digital set will be provided in PDF and DWF formats. To enable the Owner to have easy access to detailed information, the complete set of bid / construction drawings will be included with the modified site plans and floor plans.

§ 4.1.2 Compensation of Supplemental Services

§ 4.1.2.1 Refer to Section 11.2 for a basis of compensation for each Supplemental Service identified in Section 4.1.1 as the Architect's
(Paragraphs deleted)
responsibility.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Construction Cost exceeds the Owner's budget, except where such 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;
- .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

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager, which are not included as part of the Cost of the Work and the Fee for Basic Services;
- .8
- .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; or
- .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;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15
- .16 Providing services made necessary by the default of a Contractor or Sub-contractor, by major defects or deficiencies in the Work of the Contractor or Sub-contractor, or by failure of performance by either the Owner or Contractor under the Contract for Construction.
- .17 Services indicated as Additional Services on the attached "Permitting Checklist";
- .18 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

§ 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.. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's written notice to cease providing these 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 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 Evaluating substitutions proposed by the Owner or Construction Manager 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

(Paragraphs deleted)

Refer to Article 12 for a description of limits as it relates to the Contractor's obligation to complete Punch List items.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-two (42) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§4.2.6 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; flood plains with 100 and 500-year flood elevations; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, underground storage tanks, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§4.2.7 On behalf of the Owner, the Architect shall procure services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. This will be paid as a reimbursable.

§4.2.8 On behalf of the Owner, the Architect shall procure services to provide a digital "point cloud" documenting the existing construction. This will be paid as a reimbursable.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect 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. 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.

(Paragraphs deleted)

§ 5.5.1 If applicable and available, the Owner shall provide copies of all drawings and documentation describing the construction of existing facilities that are associated with the Project. The Architect shall be entitled to rely on the accuracy and completeness of the drawings and documentation.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect

requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner will obtain the services of a Commissioning Agent to conduct testing, validate the operations, and facilitate training of the Owner's staff for the Heating, Ventilation, and Air Conditioning Systems modified and installed as part of this Project.

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

§ 5.13 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.

§ 5.14 Except as otherwise provide in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents, Communications by and with the Architect's consultants shall be through the Architect.

§ 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 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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, based on current market rates of labor and materials, 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 includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. A reasonable allowance for contingencies shall be included in the Cost of the Work for market conditions at the time of Bidding and changes in the Work. The Cost of the Work does not include compensation of the Architect, the costs of the land, rights-of-way, financing, 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 for the Cost of the Work represent the Architect's judgment as a design professional.

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

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and 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 Final Design Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Final Design Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein

to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

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

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

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. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 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 costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 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.)

.1 Termination Fee:

N/A

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

The licensing fee shall be ten percent (10%) of the total fee for Basic Services.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12. Any litigation that is initiated must be filed in Monroe County, Indiana, and that is where proper venue will lie for all claims.

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

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

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

§ 10.6 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.

(Paragraph deleted)

§ 10.6.1 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, its employees and agents from and against all claims, losses, damages, and costs (including but not limited to court, attorney's fees, or other dispute resolution costs, and the time the Architect expended in defense of such claims) caused by, arising out of or relating to the presence, discharge, dispersal, release, or escape of toxic mold at, on, under or from the Project site. § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

§ 10.10 In instances when the Owner is not eligible for the federal tax deduction that exists through the IRS Section 179D, the Owner agrees to transfer eligibility, in accordance with IRS publications, to the Architect. If the Architect elects to

pursue the deduction, all time and expense related to modeling, compliance and submission requirements are the responsibility of the Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows (indicate only the basis of fee that applies and remove items that do not apply):

- .1 Stipulated Sum
(Insert amount)
N/A
- .2 Percentage Basis
(Insert percentage value)
N/A
- .3 Other
(Describe the method of compensation)

Fee to be set per the Fee Schedule at the end of Final Design based on the Construction Manager's estimate of the work. Refer to the attached Fee Schedule for Basic Services, which will serve as the basis for the compensation of Basic Services, the Fee Summary, and Billing Projections. See Attachments C.1, C.2, and C.3.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.2.1 **Site Studies.** N/A

§ 11.2.2 **Documenting Existing Conditions.** The fee for this additional service is to be negotiated upon request.

§ 11.2.3 **Procurement of Furnishings and Equipment.** The fee for this additional service is to be negotiated upon request. **(Reference document AIA B253-2007 if a detailed description of services is appropriate)**

§ 11.2.4 **Procurement of Technology Equipment.** The fee for this additional service is to be negotiated upon request.

§ 11.2.5 **Phased Bid Packages.** The fee for this additional service is to be negotiated upon request.

§ 11.2.6 **Extended Construction Services.** N/A

§ 11.2.7 **LEED® Certification Services.**

- .1 **Administrative Services.** The fee for this additional service is \$35,000.
- .2 **Energy Modeling.** The fee for this additional service is \$21,000.
- .3 **Measurement and Verification Plan.** The fee for a Measurement and Verification period of one year of post-construction occupancy is to be negotiated upon request.

§ 11.2.8 **Utility Company Rebates.** The fee to provide this service shall be on an hourly basis in accordance with the attached Hourly Rate Schedule.

§ 11.2.9 **Building Optimization.** The fee to provide this service through each full heat/cooling cycle is a lump sum of \$7,500.

§ 11.2.10 **Post Construction Documentation.** The fee for this additional service is as follows:

Construction Cost	Additional Fee
Up to \$10,000,000	\$ 5,000
Up to \$20,000,000	\$7,500
Over \$20,000,000	\$10,000

§ 11.2.11 **Permitting.** The fee for this additional service is on an hourly basis in accordance with the attached Hourly Rate Schedule (Attachment E) and attached "Permitting Checklist" (Attachment D).

§ 11.3 For Additional Services that may arise during the course of the
(Paragraphs deleted)

Project under Section 4.2, the Owner and Architect shall agree in writing as to the adjustment of the Architect's compensation. Such adjustment shall be calculated based on the Cost of the Work as defined in Article 6, using the amounts shown in the Fee Schedule for Basic Services attached. For services based on hourly charges, adjustments shall be based on an hourly rate or a lump sum fee basis designating a maximum not-to-exceed amount. Hourly rates shall be based upon the rates set forth in Section 11.7.,

§ 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 ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Project Definition Phase	twenty	percent (20	%)
Final Design Phase	twenty-five	percent (25	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
<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 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.)

Refer to the attached Hourly Rate Schedule. See Attachment E.
(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 incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees and costs required by authorities and cost/regulatory agencies having jurisdiction over the Project, including fees for Code Consultants or permit expeditors;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures; and
- .13 Costs for specialty consultants associated with the design and procurement of items such as acoustical, food service, theatrical, aquatic/pool, geotechnical, or environmental.

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

- .1 An allowance shall be established in the Project budget equal to 10% of the professional fee established by this Agreement to be used by the Owner for reimbursable expenses incurred by the Architect.

(Paragraphs deleted)

§ 11.9 Payments to the Architect

(Paragraph deleted)

§ 11.9.1 Initial Payments

§ 11.9.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraphs deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in litigation.

§ 11.9.2.3 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 ADDITIONAL SERVICES, 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 The Owner recognizes that the facility being designed for their purposes is a unique, one of a kind solution. It is unlikely that Construction Documents will be all-inclusive for construction requirements. Thereby, it is agreed that a

construction contingency of 3.5% of construction cost for renovation and 2.5% for new construction be set aside for pre-existing, unforeseen site conditions, required interpretations of documents, and omissions from the Contract Documents. In addition to these amounts, the construction contingency will include an amount for Owner initiated changes in scope. A separate contingency amount will be established for changes in scope during the design phase.

§ 12.2 In the performance of the duties enumerated herein, and the preparation of the Contract Documents, the Architect shall exercise due skill and care and follow accepted architectural practices so as to guard against errors and/or omissions. In the event an error or omission by the Architect occurs during the performance of this Agreement, upon its discovery the Owner must give written notice to the Architect of said error and/or omission. If it is determined by the Architect that said error and/or omission increases the cost of construction and results in additional reimbursable expense to the Contractor, said expense shall be broken down by the Contractor into two categories:

§ 12.2.1 Value received by the Owner (i.e., the cost for performing the same Work entailed by the error and/or omission had that Work been required originally by the Contract Documents and no error and/or omissions had occurred).

§ 12.2.2 The cost directly attributable to correcting the error and/or omission at the point in time in the construction of the Project at which it occurs (i.e., the balance of the reimbursable expense over and above the value received by the Owner).

§ 12.3 The Owner shall pay to the Contractor and assume all liability for costs associated with 12.2.1 and 12.2.2, as long as the amount is less than 1.5% of the original construction amount. In the event the value received exceeds 1.5% of the original cost of construction, the Architect shall reimburse the Owner 10% of the value received which exceeds the 1.5%. The Architect shall also pay to the Owner, for payment to the Contractor, and assume all liability for 100% of the costs associated with the balance of the reimbursable expense. (Category 12.2.2 above.) The Architect shall not otherwise be responsible or liable for any other costs, damages, or delays incurred by the Owner by reason of said error and/or omission.

§ 12.4 If, upon the Architect's completion of the initial Punch List review and after a second review to clear the Punch List, there remain items of incomplete or unsatisfactory Work on the part of the Contractor, the time and effort incurred by the Owner and the Architect subsequent thereto to finally clear the Punch List shall be separately identified and calculated as though they were additional services, and pursuant to the Contract with the Contractor and the General Conditions of the Contract for Construction, shall be deducted by the Owner from any sums then remaining to be paid to the Contractor, including any retainage being held, even if being held in escrow.

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

(Paragraphs deleted)

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, G201™–2013, Project Digital Data Protocol Form, and AIA Document G202™–2013, Uniformat – Project BIM Protocol Form dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

(Paragraphs deleted)

- .3 Other documents (Attachments A - E):

(Paragraphs deleted)

(List other documents, if any, forming part of the Agreement.)

Attachment A – Program Summary
Attachment B – Project Schedule
Attachment C.1 – Fee Schedule for Basic Services
Attachment C.2 - Fee Summary

Attachment C.3 - Billing Projections
Attachment D – Permitting Checklist
Attachment E – Hourly Rate Schedule

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Sarah Hempstead, CEO

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



AIA® Document E203® – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Tenth day of July in the year Two-Thousand and Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

2018-067
Bloomington Monroe County Convention / Civic Center
302 South College Avenue
Bloomington, IN 47403
812-336-3681

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract

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 incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

N/A

§ 1.4 Definitions

§ 1.4.1 **Building Information Model (BIM).** A Building Information Model (BIM) is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data 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 Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows:

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Not Applicable	
Project communications	Applicable	
Architect’s pre-construction submittals (Design Intent)	Applicable	
Contract Documents	Applicable	
Contractor’s submittals	Applicable	
Subcontractor’s submittals	Applicable	
Modifications	Applicable	
Project payment documents	Applicable	
Notices and claims	Applicable	
Building Information Modeling	Applicable	

(Row deleted)

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

N/A

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

Init.

N/A

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by

Init.

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User Notes:

(1330008107)

the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Civil	Bledsoe Riggert Cooper James (BRCJ)
Landscape	Cornerstone Planning & Design
Structure	Walter P. Moore
Architecture	Schmidt Associates Inc.
Design Architect	Convergence Design
Mechanical	IMEG Corporation
Plumbing	IMEG Corporation
Electrical	IMEG Corporation
Telecommunications	IMEG Corporation
Food Service	Reitano Design Group
Geotechnical	TBD
Construction	TBD

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Analysis
 Cost Estimating
 Schedule
 Design Intent Coordination

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

N/A

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

.9 Other topics to be addressed by the Modeling protocols:

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

N/A

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other:

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other:

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

N/A

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

N/A

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

(Paragraph deleted)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		
§ 4.9.6 Maintenance Management	Not Applicable		
§ 4.9.7 Design Intent COBie Data	Not Applicable	Schmidt Assoc.	
§ 4.9.8 Construction COBie Data	Not Applicable	Contractor	
§ 4.9.9 Record BIM	Not Applicable	Contractor	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

§ 4.10.1 Remodeling			
§ 4.10.2 Wayfinding and Mapping			
§ 4.10.3 Asset/FF & E Management			
§ 4.10.4 Energy Management			
§ 4.10.5 Space Management			
§ 4.10.6 Maintenance Management			
§ 4.10.7 Design Intent COBie Data			
§ 4.10.8 Construction COBie Data			

Init.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:



Init.

/

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User Notes:

(1330008107)

Additions and Deletions Report for AIA® Document E203® – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:10 ET on 07/08/2024.

PAGE 1

This Exhibit dated the Tenth day of July in the year Two-Thousand and Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

2018-067

~~(Name and location or address of the Project)~~ Bloomington Monroe County Convention / Civic Center

302 South College Avenue

Bloomington, IN 47403

812-336-3681

PAGE 2

~~(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)~~

N/A

...

§ 1.4.1 Building Information Model-Model (BIM). A Building Information Model (BIM) is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

PAGE 3

~~(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)~~

...

Project Agreements and Modifications	<u>Not Applicable</u>	
Project communications	<u>Applicable</u>	
Architect's pre-construction submittals (<u>Design Intent</u>)	<u>Applicable</u>	
Contract Documents	<u>Applicable</u>	
Contractor's submittals	<u>Applicable</u>	
Subcontractor's submittals	<u>Applicable</u>	
Modifications	<u>Applicable</u>	
Project payment documents	<u>Applicable</u>	
Notices and claims	<u>Applicable</u>	
Building Information Modeling	<u>Applicable</u>	

...



AIA[®] Document G202™ – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*

Bloomington Monroe County Convention / Civic Center
302 South College Avenue
Bloomington, IN 47403

PROTOCOL VERSION NUMBER:

DATE: 7/10/2024

PREPARED BY: Schmidt Associates

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 LEVEL OF DEVELOPMENT
- 3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated , into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information
Architectural Design Intent	Schmidt Associates, Inc.		
Architectural Design Intent	Convergence Design		
Civil Design Intent	Bledsoe Riggert Cooper James (BRCJ)		
Landscape Architecture Design Intent	Cornerstone Planning & Design		
Structural Design Intent	Walter P. Moore		
Interior Design Intent	Schmidt Associates, Inc.		

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 a Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201™–2013, Project Digital Data Protocol Form.

Init.

Modeling Role	Project Participant	Individual Responsible	Contact Information
Mechanical Design Intent	IMEG Corporation		
Electrical Design Intent	IMEG Corporation		
Telecommunications Design Intent	IMEG Corporation		
Food Service Design Intent	Reitano Design Group		
Geotechnical Design Intent	TBD		
Construction	TBD		

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets:
(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)

Civil Design Intent AutoCAD Models, Site Design Intent Revit Model, Architectural Design Intent Revit Model, Structural Design Intent Revit Model, Mechanical Design Intent Revit Model, Electrical/Telecommunications Design Intent Revit Model, Construction Coordination Model, and Project Record Building Information Models.

§ 1.3 Collaboration Protocols. The Project Participants’ protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

Project Participants are to attend weekly team meetings throughout Design. Models which are edited must be uploaded to the DMS defined in the AIA G201-2013, Project Digital Data Protocol Form, on a weekly basis. During the Design Phases of the project more frequent file sharing may be required.

§ 1.4 Technical Requirements. The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

- Windows® 8 64-bit Enterprise or Professional edition, or Windows 7 64-bit Enterprise, Ultimate, Professional, or Home Premium edition operating system
- Multicore Xeon or i-Series processor or AMD equivalent with SSE2 technology (highest affordable CPU speed rating recommended)
- 8 GB RAM

Use of Model

Design Coordination (Site)
Design Coordination (Building)
3D Model Viewing
2D Model Viewing
Clash Detection (Site)
Clash Detection (Building)
Record BIM

Required File Format(s)

.DWG v2013, or .RVT v2022
.RVT v2022
.DWF, .NWD v2018
.DWF, PDF
.NWC v2022export from .DWG or .RVT v2022
.NWC v2022export from .RVT v2022
.NWC v2022and .RVT v2022

§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

N/A

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

N/A

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes	Applicability to Project <i>(Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 1.8 below or in an attachment to this exhibit identified below)</i>
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units	Applicable	
§ 1.7.2 Model file storage location(s)	Applicable	
§ 1.7.3 Processes for transferring and accessing Model files	Applicable	
§ 1.7.4 Naming conventions	Applicable	
§ 1.7.5 Processes for aggregating Model files from varying software platforms	Not Applicable	
§ 1.7.6 Model access rights	Not Applicable	
§ 1.7.7 Design coordination and clash detection procedures.	Not Applicable	
§ 1.7.8 Model security requirements	Not Applicable	
§ 1.7.9 Construction Coordination and Clash Detection Procedures	Not Applicable	

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

- § 1.8.1 Model origin point, coordinate system, precision, file formats and units
The Origin of the Site Survey and any Site .dwg files must be aligned to State Plan coordinates and linked at a 0,0,0 to one another.
The Origin of the Revit Site file must be aligned to a survey benchmark on the site with no rotation. Elevation of grade lines must be offset accurately from Sea Level. The Architectural file must be linked, rotated accurately relative to North, and positioned accurately relative to Sea Level. The site coordinates must be shared with the accurately positioned Architectural model.
The Origin Point for the Building Models shall be established in the Architectural model. Each Discipline's Building model must be linked Origin to Origin with the shared site coordinates set to current. The site coordinate system must be shared from the Architectural file to each discipline's building model.
- § 1.8.2 Model file storage location(s)
Model files must be stored in the 5.0-Drawings folder on the DMS.
- § 1.8.3 Processes for transferring and accessing Model files
Models which are edited must be uploaded to the DMS on a daily basis. Files that have changed on the DMS must also be downloaded and linked on a daily basis. Synchronization tools are available.
- § 1.8.4 Naming conventions
Naming conventions will be established and managed by the Model Managers.
- § 1.8.5 Processes for aggregating Model files from varying software platforms
- § 1.8.6 Model access rights
Each Project participant will have read/write privileges on the files they are responsible for. All other access right will be managed by the Model Managers.
- § 1.8.7 Design coordination and clash detection procedures.
- § 1.8.8 Model security requirements
- § 1.8.9 **Construction Coordination and Clash Detection Procedures** The Contractors will participate in the coordination process using 3D modeling, The coordination will be a collaborative process in which the Contractors coordinate their work both individually and collectively in 3D using the BIM models. Each contractor will be responsible for developing a 3D

Building Information Model of their respective work, based on the design intent, code requirements, Contract Documents, and meeting the requirements of 4.3 Model Element Table.

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 **Model Element Content Requirements.** The Model Element may be graphically represented in the Model with a symbol or other generalized representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 **Analysis.** The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 **Cost Estimating.** The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 **Schedule.** The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

N/A

§ 2.3 LOD 200

§ 2.3.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a generalized system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 **Analysis.** The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 **Cost Estimating.** The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and approximate quantity of elements or type of system selected).

§ 2.3.2.3 **Schedule.** The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 **Coordination.** The Model Element may be used for general coordination with other Model to coordinate the pathways of generalized systems or assemblies. Clash Detection may be used to help identify and prioritize coordination activities that help define design intent throughout design..

§ 2.3.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

N/A

§ 2.4 LOD 300

§ 2.4.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, orientation, and approximate quantities. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 **Analysis.** The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 **Cost Estimating.** The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided. Quantities in the model are approximate. The Contract Documents, Drawings and Specifications, shall take precedence over quantities derived from the Model.

§ 2.4.2.3 **Schedule.** The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 **Coordination.** The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements. Clash Detection may be used to help identify and prioritize coordination activities that help define design intent throughout design.

§ 2.4.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

N/A

§ 2.5 LOD 400

§ 2.5.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 **Analysis.** The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 **Cost Estimating.** Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 **Coordination.** The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.5.2.5.1 **Project Record Building Information Model.** The model may be utilized for recording, reporting, and exporting COBie data as described in AIA Document E203™–2013 Article 4.

§ 2.6 LOD 500

§ 2.6.1 **Model Element Content Requirements.** The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 **Authorized Uses.** Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

§ 2.6.2.1 **Project Record Building Information Model.** The model may be utilized for recording, reporting, and exporting COBie data as described in AIA Document E203™–2013 Article 4.

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project

milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation	Model Element Author (MEA)
A	Architect of Record
CE	Civil Engineer
I	Interior Designer
SE	Structural Engineer
ME	Mechanical Engineer
EE	Electrical Engineer
C	Contractor and/or Subcontractor
Q	Specialty Consultant

Bloomington-Monroe County Convention Center
Possible Program Scenarios

	Target SF	L	W	H*	Aspect (<2)	Actual SF	Subdivisions	Capacity	
Ballroom	35,000 SF	250	140	54	2	35,000 SF	5	1	courts
Junior Ballroom	9,000 SF	100	90	14	1.11	9,000 SF	7	600	banquet
Meeting	11,000 SF	50	220	20	4.40	11,000 SF	7	1,375	classroom
Net Sellable SF	55,000 SF					55,000 SF			
Prefunction	46%					25,300 SF			
Support	37%					20,350 SF			
Subtotal Support						45,650 SF			
Total Gross SF						100,650 SF	Total		
Less Existing	39,024 SF					39,024 SF	Existing		
Total New GSF						61,626 SF	New		

EXHIBIT C - FEE SCHEDULE for BASIC SERVICES

This Fee Schedule will be the basis for Professional Fees for Basic Services as identified in Article 11.2 and based upon the estimated Cost of Work as defined in Article 6. The fee will be fixed, based upon the approved Cost of the Work at the completion of the Final Design Phase.

Fees associated to changes in the Scope of the Project are also derived from this Schedule, and shall be based on the estimated or actual construction Cost of the Work. This will apply to fees associated with expansion of the project scope and the value of bid alternates.

In addition to the Fee for Basic Services indicated on this Schedule, Fees for Additional Services are identified in Article 11.2.

Cost of the Work (Construction Cost)	Percent Fee	Professional Fee
up to \$47,000,000	7.825%	\$3,677,750
up to \$48,000,000	7.800%	\$3,744,000
up to \$49,000,000	7.775%	\$3,809,750
up to \$50,000,000	7.750%	\$3,875,000
up to \$51,000,000	7.725%	\$3,939,750
up to \$52,000,000	7.700%	\$4,004,000
up to \$53,000,000	7.675%	\$4,067,750
up to \$54,000,000	7.650%	\$4,131,000
up to \$55,000,000	7.625%	\$4,193,750
up to \$56,000,000	7.600%	\$4,256,000
up to \$57,000,000	7.575%	\$4,317,750
up to \$58,000,000	7.550%	\$4,379,000
up to \$59,000,000	7.525%	\$4,439,750
\$60,000,000 or more	7.500%	[as calculated]

Monroe Convention Center Fee Summary		
Base Design Services*	\$ 4,004,000	
LEED	\$ 56,000	
Geotech	\$ 75,000	est.
Site Survey	\$ 23,950	
Env Phase 1 Report	\$ 25,000	est.
Existing Bldg Doc.	\$ 10,800	
Existing Bldg Doc. Viewer (3 yr)	\$ 5,100	
Additional Consultants **	\$ 100,000	est.
Reimbursables	\$ 100,000	est.
Estimated Total Schmidt Fee	\$ 4,399,850	

*Fee is based on a \$52M Construction Cost per Contract Fee Schedule and will be fixed at the end of DD/Final Design - Includes fees for Schmidt, Convergence, BRCJ, IMEG, Cornerstone, Walter P. Moore

** Anticipate additional consultants - Food Service, Code, Branding, Acoustical

Monroe County Convention Center

Fee Breakdown by Phase

Date To Bill	Phase	Compensation	% of Phase to Invoice	
Project Definition		\$ 800,800.00		
Final Design		\$ 1,001,000.00		
Construction Documents		\$ 1,201,200.00		
Bidding / Negotiating		\$ 200,200.00		
Construction Administration		\$ 800,800.00		
8/15/2024	PD	\$ 272,272.00	34%	
9/15/2024	PD	\$ 264,264.00	33%	
10/15/2024	PD	\$ 264,264.00	33%	
11/15/2024	FD	\$ 250,250.00	25%	
12/15/2024	FD	\$ 250,250.00	25%	2024 Total Spend \$ 1,301,300.00
1/15/2025	FD	\$ 250,250.00	25%	
2/15/2025	FD	\$ 250,250.00	25%	
3/15/2025	CD	\$ 200,200.00	17%	
4/15/2025	CD	\$ 200,200.00	17%	
5/15/2025	CD	\$ 200,200.00	17%	
6/15/2025	CD	\$ 200,200.00	17%	
7/15/2025	CD	\$ 200,200.00	17%	
8/15/2025	CD	\$ 200,200.00	17%	
9/15/2025	BN	\$ 100,100.00	50%	
10/15/2025	BN	\$ 100,100.00	50%	
11/15/2025	CA	\$ 38,133.33	5%	
12/15/2025	CA	\$ 38,133.33	5%	2025 Total Spend \$ 1,978,166.67
1/15/2026	CA	\$ 38,133.33	5%	
2/15/2026	CA	\$ 38,133.33	5%	
3/15/2026	CA	\$ 38,133.33	5%	
4/15/2026	CA	\$ 38,133.33	5%	
5/15/2026	CA	\$ 38,133.33	5%	
6/15/2026	CA	\$ 38,133.33	5%	
7/15/2026	CA	\$ 38,133.33	5%	
8/15/2026	CA	\$ 38,133.33	5%	
9/15/2026	CA	\$ 38,133.33	5%	
10/15/2026	CA	\$ 38,133.33	5%	
11/15/2026	CA	\$ 38,133.33	5%	
12/15/2026	CA	\$ 38,133.33	5%	2026 Total Spend \$ 457,600.00
1/15/2027	CA	\$ 38,133.33	5%	
2/15/2027	CA	\$ 38,133.33	5%	
3/15/2027	CA	\$ 38,133.33	5%	
4/15/2027	CA	\$ 38,133.33	5%	
5/15/2027	CA	\$ 38,133.33	5%	
6/15/2027	CA	\$ 38,133.33	5%	
7/15/2027	CA	\$ 38,133.33	5%	2027 Total Spend \$ 266,933.33
Total Compensation		\$ 4,004,000.00		

Permitting Checklist															
	Check if Applicable	Permit Number	Contact Person and Phone/ Email Address	Start Date/ Meeting Date	Permit Type/Activity	Jurisdiction/Description/Calculation Method	Estimated Time	When should process be started?	Estimated Cost* (Does not include design fees)	Check if included in base design services	Responsible Party Contractor, Architect, Owner, Permitting Consultant to Process	Who Pays for Fee?	Estimated Design Hours/Fee	Check when approval has been given to Contractor/Owner	
Zoning and Permitting	1				Rezoning	COB Jurisdiction - Requires a public hearing. Includes application fee (based on project size), public sign (approx. \$15/sign), Notices, and Publication	11-12 Weeks		\$4000-\$6000		A/E or Consult.	Owner			
	2				Variance of Use	COB Jurisdiction	8-10 Weeks		\$4000-\$6000		A/E or Consult.	Owner			
	3				Variance of Development Stds	COB Jurisdiction	8-10 Weeks		\$4000-\$6000		A/E or Consult.	Owner			
	4				Certificate of Appropriateness	City (Historic Preservation Comm. COB)	2 Weeks-6 Mo.		Varies			A/E or Consult.	Owner		
	5				New Address Determination	Department of Code Enforcement	1-2 Weeks		None			A/E or Owner	Owner		
	6				Plan Commission Review	COB Plan Commission	6-8 weeks		\$500-\$1500			A/E or Consult.	Owner		
	7				Utility Pre-Design Meetings (Water, Sanitary, Electrical)	Utility Companies	1-2 Weeks		Varies - Need to understand tap fees	X		A/E or Consult.	Owner		
Technical Reviews and Submittals	8			Mid DD	Fire Safety Review	Fire Department	1-2 Weeks		None	X	A/E with Consultant	N/A			
	9			Mid DD	Drainage Approval	Bloomington Utilities	8-12 Weeks		\$4000-\$6000	X	A/E	A/E to be Reimbursed			
	10			Mid DD	Sanitary Approval	Utility	8-12 Weeks		\$2000-\$4000	X	A/E	A/E to be Reimbursed			
	11			Mid DD	Rule 5	IDEM	2 Weeks		\$100 filing fee with Public notice fees	X	A/E	A/E to be Reimbursed			
	12			Mid DD	Right of Way permit	Board of Public Works, City Street Construction, Encroachment license	6-8 Weeks		\$1,500 to \$20,000	X	A/E or Consult.	A/E to be Reimbursed			
	13			Early Site	Section 401 and 404	IDEM/Army Corp - Construction Impacting Waters of the US/Wetlands	10-12 Weeks		\$3,000 each (to cover consultant time if required)			Consultant	A/E to be Reimbursed		
	14			Mid DD	Signage Permit	COB Jurisdiction	4-12 Weeks		\$5000 (varies)	X	A/E or Consult.	A/E to be Reimbursed			
	15			Early Site	Road Impact Fee	COB Jurisdiction or INDOT	2-4 Weeks/ 2-3 Months		\$2,000 - \$5,000			A/E or Consult.	A/E to be Reimbursed		
	16			Early Site	DNR (Construction in Floodway)	Application Fee and Notification	3-4 Months		\$500 - \$1000			A/E or Consult.	A/E to be Reimbursed		
	17			Early Site	Wellfield Protection	Department of Code Enforcement	4-6 Weeks		-			A/E or Consult.	A/E to be Reimbursed		
	18			Early Site	On-site Septic System	Indiana State Department of Health	2-3 Months					A/E or Consult.	A/E to be Reimbursed		
	19			Early Site	Domestic Water Well	IDEM	2-3 Months					A/E or Consult.	A/E to be Reimbursed		
	20			Early Site	Flora Permit	Department of Code Enforcement	4-6 Weeks		None			A/E	A/E to be Reimbursed		
	21			Start of Bid	Construction Design Release - Structure/Foundation	Homeland Security - Comcheck required (Verify Dept. of Health)	3-4 Weeks			X	A/E	A/E to be Reimbursed			
22			Start of Bid	Structural Plan Review	Monroe County Building Department	3-4 Weeks				X	A/E	A/E to be Reimbursed			
Permitting	23				Sanitary Permit/Inspection (See Notes under Tab)	Utility	6-8 Weeks		\$65/Hour		Contractor	Cont. to be Reimbursed			
	24				Drainage Permit/Inspection (See notes under Tab)	Bloomington Utilities	6-8 Weeks		\$705/BMP & \$65/Hour		Contractor	Cont. to be Reimbursed			
	25				Water Main Permit (See Notes under Tab)	Utility	4-6 Weeks				Contractor	Cont. to be Reimbursed			
	26				Gas Line Extension Permit	Utility	4-6 Weeks				Contractor	Cont. to be Reimbursed			
	27				Construction Design Release - Fire Suppression/Hood	Homeland Security	3-4 Weeks					Contractor	Cont. to be Reimbursed		
	28				Structural Permit	Monroe County Building Department	3-4 Weeks					Contractor	Cont. to be Reimbursed		
									Total Cost	\$	-		\$	-	

* Need to confirm costs with each jurisdiction

General Notes

- 1 Confirm whose names the various applications should be under.
- 2 Acquire Address when there are multiple addresses at a site. Note permits this pertains to.
- 3 Many items above may not be applicable depending on Project and Location.



SCHMIDT
ASSOCIATES

Hourly Rate Schedule

CEO – Principal / COO – Principal	\$350.00
Principal-In-Charge	\$300.00
Project Manager – Principal	\$275.00
Energy and Optimization Service Manager - Associate	\$250.00
Project Manager – Associate / Client Liaison	\$250.00
Sr. Project Architect – Principal	\$250.00
Sr. Project Architect - Associate / Sr. Engineer - Associate	\$220.00
Project Delivery Systems Manager	\$225.00
Design Architect / Design Landscape Architect	\$215.00
Sr. Project Architect / Sr. Engineer	\$215.00
Energy Engineer / Project Manager / Project Coordinator	\$200.00
BIM Specialist / Sr. Engineering Designer - Associate	\$200.00
Sr. Construction Administration / Field Manager	\$190.00
Sr. Engineering Designer / Technology Specialist / Associate	\$190.00
Engineer / Project Architect	\$175.00
Sr. Landscape Architect / Manager	\$175.00
Urban Planner / LEED® Administrator	\$175.00
Sr. Engineering Designer / Controls Systems Specialist	\$175.00
Tech Resources Specialist / Sr. Interior Designer	\$170.00
Architect / BIM Designer / Technology Designer / CA	\$145.00
Landscape Architect	\$140.00
Sr. Architectural Graduate / Civil Designer	\$135.00
Interior Designer / Engineering Designer	\$135.00
Sr. Administrative / BIM Coordinator	\$135.00
Graduate Architect / Graduate Engineer	\$125.00
BIM Technician	\$115.00
Graduate Interior Designer / Administrative	\$115.00
Graduate Landscape Architect / Digital Media Specialist	\$115.00
Office Support	\$100.00
Interns	\$65.00

317.263.6226

schmidt-arch.com

415 Massachusetts Avenue
Indianapolis, IN 46204

731 Brent Street, Suite 203
Louisville, KY 40204

PRINCIPALS

Ron Fisher, AIA, LEED AP
Sarah Hempstead, AIA, LEED AP
Kevin Shelley, AIA, LEED AP
Brett Quandt, CDA
Lisa Gomperts, FAIA, LEED AP
Anna Marie Burrell, AIA, RID
Kyle Miller, PE, LEED AP
Steve Schaecher, AIA, LEED AP
Ben Bain, CPSM
Eric Broemel, PE, CEM
John Robertson, AIA

Hourly rates include payroll expenses, taxes, insurance, overhead and profit, and local telephone. Staffing and equipment selection is at the discretion of Schmidt Associates, Inc.

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Rates Effective 2/22/2022