WYANDOT MEMORIAL HOSPITAL
REQUEST FOR QUALIFICATIONS
FOR DESIGN PROFESSIONAL SERVICES

Dated October 26, 2022

Project Owner: Wyandot Memorial Hospital

Project Name: Pharmacy and Medical Office Building Project

Project Location: 415 W Church Street, Upper Sandusky, OH 43351

Delivery Method: Construction Manager at Risk, pursuant to the Ohio Revised Code

Deadline to Submit Qualifications: **9:00 a.m.** local time, **November 28, 2022**

The Wyandot Memorial Hospital (the "Owner"), is soliciting Statements of Qualifications ("SOQs") from qualified individuals or firms to provide Design Professional Services for its Pharmacy and Medical Office Building Project (the "Project"). The Owner anticipates that it will use a construction manager at risk delivery model for the construction of the Project.

Qualifications received may be retained in a file maintained by the Owner for design professional qualifications, unless the firm specifically requests not to be included in this file; each firm is requested to provide annual updates to the qualifications to keep them current. The file may be used for projects or design needs for which design fees are estimated to be less than $50,000.

Submittals:

Interested individuals or firms must submit **5 hard copies and 1 electronic copy in PDF format** on a flash drive, of their SOQs, enclosed in a sealed envelope. The envelope shall be plainly marked on the outside "**WYANDOT MEMORIAL HOSPITAL PHARMACY AND MEDICAL OFFICE BUILDING – DESIGN PROFESSIONAL QUALIFICATIONS**."

SOQs must be delivered to the following address, before the submittal deadline above:

Wyandot Memorial Hospital
ATTN: Ben Porter, Director of Project Management and Process Improvement
885 N. Sandusky Ave.,
Upper Sandusky, Ohio 43351

Hand deliveries must be made to the Wyandot Memorial Hospital Administrative Office during office hours of Monday – Friday 8 a.m. – 4:00 p.m. However, Respondents are responsible for confirming current operating hours.

The Owner reserves the right to waive any defect or technicality in any SOQ received or to eliminate any firm that submits an incomplete or inadequate SOQ or that is not responsive to the requirements of this RFQ.

Questions, Clarifications and Addenda:

All questions concerning this RFQ shall be directed in writing via email to Ben Porter, Director of Project Management and Process Improvement at bporter@wyandotmemorial.org by **5 pm, November 18, 2022**. Questions will be reviewed, and the Owner will determine whether any addenda should be issued as a result of any pertinent or substantive inquiries. Addenda will be issued to all firms that have requested the RFQ for the Project. Firms shall not rely on any oral instructions or answers.

Project Description:

A. This Project is anticipated to include:

For the Upper Sandusky Scope of Work: The renovation of an existing 1-story masonry building to include a retail pharmacy and medical office space. The square footage of the building is approximately 39,000 square feet. The renovation is anticipated to include, but is not limited to:

- renovation of the non-occupied section of the building to accommodate retail pharmacy with drive-thru service and medical office space (approx. 11,000 square feet)
- replace all mechanical, electrical, & plumbing
- potentially further improvements after demolition begins and unknown conditions are revealed

The Project may include further improvements, if authorized by the Owner in writing, in its sole discretion. However, the Owner reserves the right to enter into a separate agreement with a different design professional for any further improvements.

B. Reference documents, are attached as **Exhibit B**. Such document(s) are for reference only. The Owner neither makes any representation nor warranty with respect to, nor assumes any responsibility for the completeness or the accuracy of, such document(s). Respondents must not rely upon the completeness of such document(s) for their purposes.

C. The Owner's estimated construction budget is $3.2 Million for the Upper Sandusky Scope of Work.

D. The Owner anticipates that the Design Professional will assist with planning and developing the program for the Project and participate in or lead meetings with the Owner's Board and staff and to the extent feasible, incorporate their input into the conceptual plans and design for the Project. The Owner also anticipates that the Architect will assist with assessment of the Project site identified by the Owner, assist with scheduling, evaluate potential operating costs, review reports related to and advise on site testing and development, in addition to performing design and contract administration duties. The Design Professional's scope will include

design and construction administration services.

E. The Owner anticipates that the Design Professional will assist with developing the anticipated schedule for the Project.

Qualifications:

Submittals should include the following:

1. Firm's History– Information about the firm's history (number of years in business, etc.).

2. Education & Technical Training/Experience – Identify your firm's assigned team for the Project. Provide the education, technical training, and experience of the principal in charge of the Project and the Project Manager, as well as any other individuals assigned to the Project, and proposed consultants, if any. Detail the assigned team's experience in providing substantially similar services (i.e., design services for similar facilities, additions to existing buildings, and specifically for any experience with the construction manager at risk delivery model) and describe the team's experience working together on similar projects. Describe:

    a. Experience, planned approach, and specific expertise in assisting with Project planning, Project site assessment/testing, and schedule development. Include the team's experience leading and participating in meetings with the Owner to develop the program for the Project;

    b. Approach to incorporating practical, tested, energy efficiency and sustainability features into similar projects that will enhance the design, be easy/economic to maintain and contribute to energy conservation and savings for the long-term maintenance and operations of systems for the Project;

    c. Experience, approach, and specific expertise in planning for the use of space, technology, and systems that support Owner's functions; and

    d. Experience with renovation and new construction of similar buildings especially medical office building projects of similar size and scope;

    e. Experience and approach to obtaining all applicable permits and governmental approvals, from the Authorities Having Jurisdiction, including but not limited to obtaining approval of building plans from the Authorities Having Jurisdiction, obtaining building, electrical, plumbing, and HVAC permits, as applicable.

3. Workload – Describe the current workload and availability of the firm and personnel assigned to the Project team, the available equipment and facilities, and the team's ability to perform the required professional design services competently and expeditiously (i.e., are resources currently available or committed to other projects).

4. Proposed Schedule and Coordination of Design & Construction –
    a. Proposed design phase milestones for completion of the Architect's services including completion dates or durations in calendar days for programming, schematic design, design development and construction documents, as well as an anticipated timeline for the construction and close-out phases of the Project. Provide a detailed narrative demonstrating the firm's ability to manage the Project schedule.
    b. Describe the steps the firm will take to coordinate design and construction work on the Project with the Owner and Construction Manager at Risk with respect to scheduling the Project, maintaining the construction schedule, and close-out of each stage of the Project.

5. Past Performance based on References – Past performance as reflected in evaluations of previous and current clients for which the firm has provided or is providing similar services; please include a list of at least five (5) relevant projects involving similar services performed by the firm during the past five years. Include the following information for each project:

    a. Project owner, name of project and location;
    b. Brief description of the project, including size of project (e.g., square footage and number of stories) and project delivery model (e.g., general contractor, construction manager at risk, design-build, etc.);
    c. The initial scheduled completion date and the actual date services were completed or the current anticipated completion date;
    d. Construction budget, change order amounts, and actual construction cost;
    e. Your firm's assigned team members for the project;
    f. Other relevant information about the project and the firm's services; and
    g. Reference contact person and phone number.

6. Past Performance with Owner – Describe the firm's past experience with the Owner, if any.

7. Proximity to the Site – The firm's location and proximity to the site for purposes of site visits and attending meetings with the Owner.

8. Project Estimates and Budget – The firm's procedures for:

a. Project budget development, including but not limited to, procedures for initial budget development with the Owner and the process for reviewing and evaluating the budget in coordination with the Construction Manager at Risk's cost estimates with the CMR and Owner at various stages of the design process; and

b. The firm's experience over the past five years with preparing or evaluating project estimates and construction costs, monitoring project costs, and completing a project within the initial budget with emphasis on any experience with construction manager at risk projects.

9. Unique Qualities and/or Expertise of the Assigned Team – Identify the unique competence, qualities, and/or expertise that set the firm's assigned team apart from other firms and teams as it relates to the required services for the Project. List a maximum of four specific and unique qualities that set your team apart from others in relation to this Project.

10. Professional Liability Insurance Coverage & Claims History – Include:

    a. The coverage amounts and types of insurance coverage, particularly the firm's commercial general liability and professional liability limits;

    b. Specific information about any claims asserted against the firm or its professional liability carrier within the last five years, including the resolution of the claim(s);

    c. Any statistics kept internally on change order history, project completion, and budget considerations, recognizing that each change order is unique as to its causes. The Owner is interested in information that will show consideration of budget requirements; and

    d. Specific information about any claims asserted by the firm within the last five (5) years, including the resolution of the claim(s).

11. Construction Phase Services – The firm's practices with respect to site visits and oversight of the Project. What amount of time is spent on average on site during construction? What is the background of the individuals who would be visiting the Project during construction? What documentation of such site visits is prepared and maintained?

12. Proposed Modification to Agreement Terms – The Architect Agreement, which is a modified AIA Document B133-2019 Agreement Between Owner and Architect, Construction Manager as Constructor Edition, is attached hereto as Exhibit A (the "Architect Agreement"). If your firm would like to propose any deviation from the terms of the Architect Agreement, you must identify those terms and submit your proposed modified language in detail in your SOQ in a section clearly titled

"Proposed Modification to Agreement Terms". Failure to do so shall be deemed to be a waiver of the right to negotiate the terms. Modifications may be accepted in the Owner's sole discretion and may be taken in to account by Owner when ranking the most-qualified firms.

Pre-Submittal Site Visit:

Respondents may visit the Project sites from the general public's perspective.

Evaluation & Selection:

Firms submitting SOQs for the available contract will be evaluated and the Owner will select and rank at least three firms which it considers to be the most-qualified to provide the required services. However, if the Owner determines that fewer than three qualified firms are available, it will select and rank those firms. Such evaluation and selection is, subject to the Owner's absolute right to stop the process and refrain from entering into any contract. The Owner may require additional information from one or more Respondents to supplement or clarify the SOQs submitted. The individual project teams from select firms may be asked to meet with Owner representatives to present the firm's qualifications and proposed approach for the Project before final ranking and selection is made. The individual team members that will be involved with the Project must attend such meeting.

Upon selection of the firm determined to be most qualified to provide the requested services for the Project, the Owner reserves the right to negotiate the price for services to be provided, with such firm. If the Owner and the selected firm agree to a price and scope of services, the form of agreement between the Owner and the selected firm will be the attached Architect Agreement with modifications proposed in accordance with this RFQ, if accepted by the Owner in its sole discretion. Any modifications to the attached Architect Agreement will be in the Owner's sole discretion, and the Owner at its option may accept or reject the proposed modifications. The Owner reserves the right to take any action affecting the RFQ process or the Project that it deems to be in its best interest.

Qualifications received may be retained in the file maintained by the Owner for design professional qualifications; each firm is requested to provide annual updates to the qualifications to keep them current.

Attachments:

Exhibit A – Architect Agreement

Exhibit B - Reference documents

AIA® Document B133™ – 2019

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

THIS DOCUMENT HAS BEEN MODIFIED FROM ITS ORIGINAL FORM

AGREEMENT made as of the day of ~~in the year~~ execution by the Owner
(In words, indicate day, month and year.)

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

Wyandot Memorial Hospital
885 N. Sandusky Ave.
Upper Sandusky, Ohio 43351

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

The Architect was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner. The Owner reserves the right to add additional scope and services that are in accordance with the Request for Qualifications ("RFQ"), as further improvements are identified and funds are available.

The Architect may also be referred to as the "Design Professional" in the Contract Documents.

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

Pharmacy and Medical Office Building Project

415 West Church Street, Upper Sandusky, Ohio 43351

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

To be determined by Owner.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Architect agree as follows.

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Preamble:
Throughout this Agreement, the term "Project" and associated services shall apply to each Scope of Work of the Project pursuant to this Agreement. The Construction Manager may issue separate cost estimates, a separate GMP Proposal and a separate GMP Amendment for each Project Scope of Work. If such separate estimates and GMP documents are issued, throughout this Agreement, the term "Guaranteed Maximum Price" or "GMP" (including references to cost estimates, a GMP Proposal, or GMP Amendment) shall apply to each Scope of Work for Project.

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.)

The Owner's initial program for the Project is set forth in the Request for Qualifications issued by the Owner dated October 26, 2022.

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

As set forth in the Request for Qualifications issued by the Owner dated October 26, 2022 and to be further developed in collaboration with the Architect and the Construction Manager, in the Owner's sole discretion.

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§ 1.1.3 The Owner's budget for the ~~Cost of the Work, as defined in Section 6.1:~~Project:
(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of the Work as defined in Article 6 (including cost of construction, site improvements, construction manager fees, and appropriate contingencies) for the Upper Sandusky Scope of Work is $ TBD.

Throughout the term of this Agreement, the Architect will perform its services based upon the Owner's then current budget.

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

.1 Design phase milestone ~~dates, if any:~~dates are as follows:

Scope of Work:

Task	Completed by Architect by
	,20
	,20
	,20

As part of its Basic Services, the Architect will assist with schedule development for the Project, as requested by the Owner. The Design milestone and completion dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

.2 Anticipated Construction commencement date:

.3 Anticipated Substantial Completion date or dates:

.4 Other milestone dates:

_____

_____

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.~~Price, as modified by the Owner.

[ ] 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~~ plus a Fee without a Guaranteed Maximum Price.

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

Architect acknowledges that it is anticipated that there will be multiple separate bid packages to be determined with the Construction Manager and bid out by the Construction Manager in order to accommodate the Owner's schedule for completion, and has taken this into account in its proposal. The Architect will assist the Owner with the bidding process by attending the pre-bid conference scheduled and conducted by the CMR and in providing clarifications and interpretations of the Bidding Documents for the CMR to issue to prospective subcontractor bidders for the Work. Fast-tracking or early bid packages for the Work may be approved in writing by the Owner.

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

Where possible, the Architect shall provide the Owner with various design and material options and advise on the added or reduced costs and savings for operation costs and over the life of the Project.

§ 1.1.7.1 ~~If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~
[Not Used.]

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

Ty Shaull, President & Chief Executive Officer
885 N. Sandusky Ave.
Upper Sandusky, Ohio 43351
tshaull@wyandotmemorial.org

§ 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.)

Ben Porter
Director of Project Management and Process Improvement
bporter@wyandotmemorial.org

§ 1.1.10 The Owner shall retain the following consultants and ~~contractors:~~contractors, with assistance from the Architect as requested by the Owner:
(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)

The Owner anticipates that it will engage a Construction Manager at Risk who will provide Preconstruction and Construction Services as well as hold the contracts for construction of the Project. The Construction Manager's Preconstruction Services are anticipated to include, but not be limited to: development and monitoring of the Project Schedule; development and monitoring the budget for the Cost of the Work; review of the Project design for constructability; obtaining bids or negotiated proposals for all work including the reproduction and distribution of bidding and Construction Documents; and preparing all subcontracts for construction. The Construction Manager's Construction Services are anticipated to

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include, but not be limited to: construction of the Project; administration of the construction process; review of subcontractors' cost proposals for changes in the Work; assembly of required contractors' submittals and review of same for conformance with the contract requirements; assembly of contractors' Applications for Payment; and Project closeout. The Architect and the Architect's consultants shall cooperate and coordinate delivery of their services with the Construction Manager as part of their Basic Services.

.2 Land Surveyor:

To be provided by Architect, as needed, per Section 5.5.

.3 Geotechnical Engineer:

To be provided by Architect, as needed, per Section 5.6.

.4 Civil Engineer:

To be provided by Architect

.5 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, e-mail, and other contact information.)

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 (and its subparagraphs) 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:

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.2 ~~Mechanical~~ Plumbing/Mechanical Engineer:

.3 ~~Electrical Engineer:~~Electrical/Technology Engineer:

.4 Civil Engineer:

.5 Landscape Architect:

.6 Design Architect:

.7 Cost Estimating/Scheduling Consultant:

.8 Land Surveyor:
To be provided by Architect, as needed, per Section 5.5.

.9 Geotechnical Engineer:
To be provided by Architect, as needed, per Section 5.6.

.10 Lighting Design:

.11 A/V Acoustics Design:

.12 FFE:

§ 1.1.12.2 Consultants retained under ~~Supplemental~~ Additional Services:

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

.1 If Architect must retain additional consultants, such consultants are subject to the Owner's approval. Architect shall not contract with a proposed consultant with whom the Owner has made a reasonable and timely objection. If the Owner has a reasonable objection to a consultant proposed by the Architect, the Architect shall propose another consultant with whom the Owner has no reasonable objection at no additional cost to the Owner. The Architect shall not change a consultant previously selected and approved by the Owner, if the Owner makes a reasonable objection to the substitution.

.2 The Owner reserves the right to review and approve staff proposed by the Architect to be assigned to the Project and any staff changes in key project roles, including those identified in the Architect's submitted Statement of Qualifications. The Architect will inform the Owner of any proposed staff assignments and changes in staffing before the change is implemented and obtain approval from the Owner, which will not be unreasonably withheld. The Architect shall not replace any of the representatives listed herein without the consent of the Owner while such representative is employed by the Architect, except with another representative who is satisfactory to the Owner. If the Architect proposes to change the representative, the Architect shall submit to the Owner a written request for the change, including the justification for the

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change and the name and qualifications for the proposed replacement. The Architect shall provide promptly any related additional information the Owner requests.

.3 The Architect's agreements with its consultants and subcontractors must be consistent with the Architect's contractual obligations to Owner, include a provision incorporating the terms of this Agreement by reference, incorporate relevant portions of the Architect's scope of services for the Project, and name the Owner as a third-party beneficiary.

.4 The Architect shall obtain, and unless otherwise approved in advance in writing by the Owner, shall require its consultants or subcontractors to maintain insurance coverage and workers compensation coverage in at least the same limits and specifications as the requirements set forth for Architect in Section 2.6, and to provide the Owner with an insurance certificate if so requested.

.5 The Architect will respond to inquiries from the Owner or the Owner's representative within three (3) business days from the receipt of the inquiry. Each response will address the questions raised in the inquiry and, if requested, will be in writing; provided, however, that if three (3) business days is not an adequate period of time under the circumstances to prepare the response, the period for the response will be extended to give the Architect a reasonable amount of time to respond. If a decision or approval is required by the Owner under this Agreement, the Owner will have at least three (3) business days written notice in advance that its decision or approval is required and will be furnished with sufficient information from which a decision or approval can be made, provided, however that if the 3-day period is not sufficient under the circumstances, the period for the response will be extended to give the Owner a reasonable period of time to respond.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect ~~shall~~ may agree to appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's ~~compensation.~~ compensation pursuant to a written, signed agreement between the Owner and Architect. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial ~~Information.~~Information that may be agreed-upon.

§ 1.3 The parties ~~shall~~ may 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.~~[Not Used.]

§ 1.4 During the design services, the Architect shall keep Owner apprised of any deviation from Owner's preliminary design documents or design criteria and respond timely to the Owner's comments regarding any such deviation.

§ 1.5 In the event of any inconsistency, the provisions of this Agreement shall control over any proposal, purchase order or separate terms and conditions. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the greater or more stringent obligation shall apply to the Architect's services. Terms used in this Agreement have the same meaning as defined herein or in the definitions of the modified AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner.

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. The Architect shall comply with

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the Owner's rules, regulations, and policies. The Architect will provide professional services necessary for the design and documentation of the Project. The Architect agrees that the Basic Services compensation, as stated in Article 11, represents adequate and sufficient consideration for its provision of professional services, identified as Basic Services in this Agree ent (including those of its consulting structural, mechanical, fire protection, plumbing, and electrical engineers and all other consultants under the Architect's responsibility) necessary to design the Project and prepare the documents that are necessary to fully indicate the requirements for construction, whether or not those services are individually expressed in this Agreement, the only exceptions to this being (1) the costs of those services that are provided by third parties and are expressly designated herein as being the "Owner's responsibility" or are "Owner-provided" and (2) the cost of those engineering or consulting services that become necessary as a result of a change in Project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect, subject to the terms of this Agreement.

§ 2.2 Architect's Standard of Care. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects licensed to practice in the State of Ohio experienced in the design of healthcare facilities and practicing in the same or similar locality under the same or similar ~~circumstances.~~ circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's failure to comply with the Standard of Care shall be a material breach of the Agreement.

§ 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~~ Except with respect to the Architect's obligations for construction administration and observation of the Construction Manager's Work, 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. Such representative shall be subject to the approval of the Owner.

§ 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 as set forth in Section 11.9.~~insurance. All policies shall be written by insurers acceptable to the additional insureds that have an A.M. Best's Rating of A-, VII or higher and are authorized to conduct business in the State of Ohio.

§ 2.6.1 Commercial General Liability with policy limits of not less than ($ 2 Million) for each occurrence and ($ 4 Million) in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. This endorsement shall be Insurance Services Office, Inc. (ISO) endorsement CG 25 03, or equivalent.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($ ~~) per accident~~ 1 Million) per claim and ($ 2 Million) in the aggregate 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~~ 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.~~limits.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits ~~not less than ($) each accident, ($) each employee, and ($) policy limit.~~as required by State law.

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§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~as set forth below:

Project Budget Defined in 1.1.3	Professional Liability Policy Limits Not Less Than	
	Per Claim	In Aggregate
$0-$5 Million	$1 Million	$2 Million
Greater than $5 Million - $10 Million	$2 Million	$2 Million
Greater than $10 Million - $50 Million	$2 Million	$4 Million
Greater than $50 Million - $100 Million	$5 Million	$10 Million
Greater than $100 Million	$10 Million	$10 Million

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices 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.~~Section 2.6, upon execution of the Agreement. The certificates will show the Owner as an additional insured on all insurance policies except Professional Liability. The Architect shall deliver to Owner, upon request, copies of the actual insurance policies. Architect is required to notify Owner of any adverse material change in, or cancellation of, the policy or policies evidenced, via certified mail to Owner, and that 5 days after the renewal date, the Architect shall furnish Owner, with updated or replacement certificates of insurance that clearly evidence continuation of all coverages in the same manner, limits and protection, as required.

§ 2.6.9 If professional liability and/or commercial general liability coverage is claims-made coverage, coverage must be maintained in effect for ten (10) years after Final Completion of Work.

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 structural, mechanical, and electrical engineering services.~~ Article 3, as set forth in the Owner's Request for Qualifications which is incorporated herein by reference to the extent not inconsistent with this Agreement, and as set forth in the Architect's Proposal attached hereto as Exhibit A to the extent not inconsistent with this Agreement, and include usual and customary civil, structural, mechanical, plumbing, electrical, and other engineering and consulting services necessary to design the Project. The Architect's design for the Project will comply with the Owner's planned objectives and program for the Project and the Owner's budget for the Project. Services not set forth in this Article 3 or elsewhere in this Agreement are Additional Services. Because the Project delivery method is anticipated to be construction manager at risk, in coordination with the Owner, Owner's legal counsel, and the CMR, the Architect will assist in the preparation of subcontractor bid packages, consider requests for substitutions if permitted, and prepare addenda identifying approved substitutions, as part of its Basic Services. The Owner may provide services from its consultants and suppliers for the Project. The Architect shall assist the Owner in the procurement of consultants and suppliers, as requested by Owner, and provide all required information and coordination of its services with the Owner and any of Owner's consultants and suppliers as part of its Basic Services. Services not set forth in this Agreement as Basic Services are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall be responsible for memorializing all Project meetings during the design phases of the Project.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. If Owner performs work on the Project with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to

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rely ~~on, and shall not be responsible for, the accuracy, completeness, and timeliness of,~~ on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. ~~The~~ However, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, delay, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall ~~submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services.~~ submit to the Owner and the Construction Manager (when selected by Owner) a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule shall include design phase milestone dates, anticipated dates when cost estimates or design reviews may occur, 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.~~ Architect. 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~~ Throughout the Project, the Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services. The Architect will work with the Construction Manager to develop the construction schedule for the Project; the Construction Manager is responsible for preparing the final construction schedule, subject to approval by the Owner.

~~§ 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.~~3.1.4.1 Once the Owner and Architect agree to the time limits established by the Project schedule, the Architect shall not exceed them, except for reasonable cause or as agreed pursuant to Section 1.1.4.1 of this Agreement.

.1 If at any time the Architect believes the time for the completion of any component of the Project or any milestone will be exceeded by any party under contract with the Owner in connection with the Project, the Architect will notify the Owner promptly in writing of the situation and work with the Owner and Construction Manager to develop alternatives for maintaining the schedule for the applicable component of the Project.

§ 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 without the Architect's approval. The Architect shall timely notify the Owner and Construction Manager of any objections it has to such substitution, in writing.

§ 3.1.6 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. ~~The~~ In designing the Project, the Architect shall respond to applicable design requirements imposed by ~~those authorities and entities.~~such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner, in writing, of the results of these contacts and any impacts on Project requirements.

§ 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.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price ~~proposal,~~ Proposal, or the Owner's approval of the Construction Manager's ~~Control~~ cost estimates/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 In providing services under this Agreement, the Architect shall, in accordance with the Standard of Care, comply with all applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract

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Documents to the governing building authority. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project. The Plans and Specifications and the improvements, if built in accordance with them, shall conform to all currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance of any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner in writing.

§ 3.1.10 The American with Disabilities Act (ADA) provides that designs of new facilities must meet the requirements of the ADA. The Owner has contracted with the Architect in reliance upon the Architect's skill and judgment in addressing the ADA requirements of the Project. The Architect will comply with the applicable ADA requirements as they apply to the Project.

§ 3.1.11 The Architect warrants and represents that it presently has, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

§ ~~3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate~~3.1.12 To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall investigate existing conditions or facilities.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Cost/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~~ cost estimate(s) (also referred to as a Control Estimate), as appropriate. As requested by the Owner, the Architect shall assist the Owner in reviewing the Construction Manager's ~~proposal~~ GMP Proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or ~~inconsistencies;~~ inconsistencies created by the Construction Manager; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction ~~Manager.~~Manager in writing.

§ 3.2.2 Upon authorization by the Owner, ~~and subject to Section 4.2.1.14,~~ subject to Sections 6.5, 6.6, and 6.7, 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~~ Cost Estimate.

§ 3.3 Schematic Design Phase Services

For Schematic Design Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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. The Architect will advise the Owner of design alternatives, which could result in savings to the Owner, including savings in the construction cost and the cost of operating the Project when completed.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the ~~Project.~~ Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 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 preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall coordinate and conduct Schematic Design meetings with the Construction Manager and Owner.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services ~~as a Supplemental Service under Section 4.1.~~not included as Basic Services, as an Additional Service subject to Owner's prior written authorization in accordance with this Agreement.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction ~~Manager.~~ Manager, including copies of any applicable design narrative and/or project manual. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Owner's comments and Construction Manager's review comments and ~~cost estimate~~ Cost Estimate, if any, at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section ~~6.4,~~ 6.5 and 6.6, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, if any, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

For Design Development Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the ~~Work,~~ Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and ~~other appropriate elements.~~ such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall coordinate and conduct Design Development meetings with the Construction Manager and Owner.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction ~~Manager.~~ Manager, including copies of any applicable narrative and/or

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project manual, as requested by the Owner. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

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

§ 3.5 Construction Documents Phase Services

For Construction Documents Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels ~~and performance criteria~~ of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the 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. The Architect will assist the Owner in connection with filing documents required for approval by governmental authorities having jurisdiction over the Project.

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

§ 3.5.4 Construction Documents for GMP Proposal. Prior to the conclusion of the Construction Documents Phase, ~~the Architect shall submit the Construction Documents to the Owner and the Construction Manager.~~ at the time specified in the agreement between the Owner and Construction Manager, the Architect shall submit the Construction Documents, including copies of any Design Intent Statement, other narrative, or project manual, to the Owner and the Construction Manager for the Construction Manager's use in preparing its GMP Proposal. In the event that Construction Documents are not 100% complete at the time the CMR prepares its Guaranteed Maximum Price Proposal, the Architect shall prepare a Design Intent Statement upon which the Construction Manager's Guaranteed Maximum Price Proposal may be based. The Design Intent Statement shall include the Architect's detailed listing of any incomplete design elements and the Architect's statement of intended scope with respect to such incomplete elements. The Architect shall meet with the Construction Manager and Owner to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's ~~information and estimate~~ estimate(s) and upon receipt of a GMP Proposal during and at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section ~~6.7,~~ 6.5 and 6.6, and request the Owner's approval of the Construction Documents.

§ 3.5.6 In addition to other terms to be included in the Contract Documents on behalf of the Owner, to the extent that the following items are within the scope of the Project, the Architect will (a) include in the Contract Documents test requirements for the following building systems: air conditioning system (which will be conducted during the summer months), heating system (which shall be conducted during the winter months), electrical system, plumbing system, fire protection system, communications system, security systems and other such systems as are reasonably requested by the Owner; (b) provide that the respective contractors participate in such series of systems tests; and (c) provide that such tests will be conducted during the first eleven (11) months following the date the Owner receives the occupancy permit and Substantial Completion. It is intended that the testing shall be a comprehensive series of operation tests designed to determine whether the systems, including hardware and software, are fully operational in accordance with the requirements of the Contract Documents.

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§ 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.~~ Construction, as modified by the Owner. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price ~~proposal, the Owner's approval of the Construction Manager's Control Estimate,~~ proposal or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.1.4 Coordination of Responsibilities Regarding Underground Utility Facilities. The Architect, on behalf of and in the name of the Owner, will assist the Owner to give the notices required to be given by the Owner under Section 153.64(B), Revised Code. The Architect will include in the Drawings and Specifications the identity and location of existing underground utility facilities located in the construction area of the Project as provided by the Owner of the utility facility.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (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. The Architect shall memorialize its site visits in a written report to the Owner. The Owner may specify the format of the Architect's written reports. Nothing in this section will relieve the Architect of its duty to use reasonable care to endeavor to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.6.2.2 The Architect ~~has the authority to reject Work that~~ shall reject Work that it knows or within the Standard of Care should have known does not conform to the Contract ~~Documents.~~ Documents and shall notify the Owner and Construction Manager of the rejection of such Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not ~~the~~ such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to the Owner upon the Owner's request.

§ 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, as modified by the Owner, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall give prompt written notice to the Owner if the Architect becomes aware of any fault, defect, error, omission, or inconsistency in the Project or 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 shall assist the Owner with the evaluation of Construction Manager's requests for use of contingency funds. 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. The Architect will not certify any payment application to the extent the Construction Manager has not submitted appropriate waivers of claim, waivers of lien, or other documents required by the Contract Documents, except as provided herein.

§ 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 material 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.

§ 3.6.3.4 Consistent with its Standard of Care, the Architect will advise the Owner and the Owner's representative in writing, which writing may consist of notations in the job progress meetings, at the time of the delivery of each certification for payment of any known defects or problems with respect to the Work, which can be reasonably observed in the course of the Architect's observations, given the stage of completion of the Work. The Architect will not certify any payment application to the extent the Construction Manager has not submitted any waivers of claim under the Ohio Mechanic's Lien laws or other documents required by the Contract Documents for labor and/or materials listed on the attachment to the Contractor's previous applications for Payment or other documents required by the Contract Documents. Notwithstanding the foregoing, the Architect will have discretion to adjust the amount certified when missing documentation is deemed by the Architect, in consultation with the Owner's representative, to be relatively inconsequential or beyond the control of the Construction Manager such that holding all payment for those items would be detrimental to the Project or unfair to the Construction Manager.

§ 3.6.4 Submittals

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

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§ 3.6.4.2 ~~The Architect shall review and approve,~~ In accordance with the Architect-approved submittal schedule , the Architect shall review and approve or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect shall provide reasonable assistance to clarify certain dimensions if those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete information. The Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless otherwise specifically stated by the Architect, of any 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~~ professional 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.~~ Architect shall notify the Owner and Construction Manager in writing of any inconsistencies or errors discovered by the review. The Architect shall be entitled to rely ~~upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications,~~ upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon, or otherwise with reasonable promptness.~~ 3 business days unless otherwise agreed upon by the Owner, in writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. However, the Architect will notify the Owner and Construction Manager in writing, of such minor changes. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, including but not limited to, RFIs, Bulletins, Change Orders, Construction Change Directives, submittals, and Architect's Supplemental Instructions and upon completion, represent all changes in the Record Documents. The Architect will maintain a record of all change orders for the Project that shows the status of each change order, identifies known issues that could potentially be the basis for a change order, and includes the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by the Architect and Owner to accomplish the Work. The Architect will furnish an updated copy of the change order record to the Owner upon request.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Construction Manager for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract

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Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. The Architect will maintain a record of all change orders for the Project that shows the status of each change order, identifies potential change orders and includes the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the Construction Manager for the Work and the number of days approved by the Architect and Owner to accomplish the Work. The Architect will furnish an updated copy of the change order record to the Owner upon request.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Construction Manager, if any, the Architect, shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services modification to the Architect's services. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Construction Manager.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

To the extent the Construction Manager has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, the Architect in its role as design professional will work with the Owner to pursue the Construction Manager to complete its Work and correct any defective or non-conforming Work; however, the Architect is not a guarantor that the Construction Manager will complete its Work. The Architect will receive and review for compliance with the Contract Documents written guarantees and related documents required by the Contract Documents to be assembled by the Construction Manager and will issue when so warranted a Final Certificate of Payment.

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

§ 3.6.6.3 When Substantial Completion of the Work 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 1 month 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. The Architect shall document deficiencies and notify the Construction Manager in writing with a copy to Owner, that corrective work is required, prior to the 1 year anniversary of Substantial Completion unless agreed upon otherwise.

3.6.6.6 Record Drawings. Before final payment is due the Architect and as part of its Basic Services, the Architect will prepare a set of Record Drawings for the Project, based upon the marked drawings received from the Construction Manager and including any annotations from the Architect to reflect changes to the Project issued through responses to

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RFIs or Change Orders. The Record Drawings, to the best of the Architect's knowledge based upon the record drawings delivered to the Architect by the Construction Manager and the Architect's knowledge of change orders and observations during the progress of the Project, will document the construction of the Project and contain such annotations by the Architect as may be necessary for someone unfamiliar with the Project to understand the changes made to the original plans. As part of the payment approval process for the Construction Manager during the course of the Project, the Architect will implement a system that requires the Construction Manager to update the working sets of drawings to reflect Work in progress. Because the Record Drawings are based on unverified information provided by other parties, which will be assumed reliable, the Architect cannot and does not warrant their accuracy. The Record Drawings will be provided in an electronic format that is acceptable to the Owner.

~~ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES~~
~~§ 4.1 Supplemental Services~~
ARTICLE 4 OTHER BASIC SERVICES
§ 4.1 Basic Services
§ 4.1.1 The ~~services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~
~~(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)~~following are Basic Services, except where indicated below:

~~Supplemental~~ Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect Included as a Basic Service
§ 4.1.1.2 Programming	Architect, subject to Owner's discretion; Included as a Basic Service
§ 4.1.1.3 Multiple Preliminary Designs	Architect Included as a Basic Service
§ 4.1.1.4 Measured drawings	Architect Included as a Basic Service
§ 4.1.1.5 Existing facilities surveys	Architect Included as a Basic Service
§ 4.1.1.6 Site evaluation and planning	Architect Included as a Basic Service
§ 4.1.1.7 Building Information Model management responsibilities	Architect Included as a Basic Service
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect Included as a Basic Service
§ 4.1.1.10 Landscape design	Architect Included as a Basic Service
§ 4.1.1.11 Architectural interior design	Architect Included as a Basic Service. See Section 4.1.2.1.3 below
§ 4.1.1.12 Value analysis	Architect, as needed with the Owner's designated representative and CMR
§ 4.1.1.13 Cost estimating	Architect/Owner/ CMR
§ 4.1.1.14 On-site project representation	Architect Included as a Basic Service

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~~Supplemental~~ Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.15 Conformed documents for construction	Architect Included as a Basic Service. See Section 4.1.2.1.1 below.
§ 4.1.1.16 As-designed record drawings	Architect Included as a Basic Service.
§ 4.1.1.17 As-constructed record drawings	Architect To be provided to the Owner per Section 3.6.6.6 and 4.1.2.1.2
§ 4.1.1.18 Post-occupancy evaluation (11 month walkthrough)	Architect Included as a Basic Service per paragraph 3.6.6.5
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect The Architect shall provide all required information and coordination of its services with all of Owner's consultants and suppliers as part of its Basic Services
§ 4.1.1.22 Telecommunications/data design	Architect Included as a Basic Service
§ 4.1.1.23 Security evaluation and planning	Architect Included as a Basic Service
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section ~~4.1.3~~1.1.7	Architect Included as a Basic Service
§ 4.1.1.26 Historic preservation	Architect Included as a Basic Service as required by Authorities Having Jurisdiction
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect Included as a Basic Service. See Section 4.1.2.1.4 below
§ 4.1.1.28 Participating in community and Owner staff, meetings for input in planning the conceptual program/design for the Project	Architect Up to and including 4 meetings as a Basic Service (2 for the Upper Sandusky Scope of Work & 2 for the Carey Scope of Work)
~~§ 4.1.1.28 Other services provided by specialty Consultants~~	
~~§ 4.1.1.29 Other Supplemental Services~~	

~~§ 4.1.2 Description of Supplemental Services~~
§ 4.1.2 Description of Basic Services
§ 4.1.2.1 ~~A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~Insert a description of any Basic Service designated in Section 4.1.1 if further description is needed (none if none are listed).
(Describe in detail the Architect's ~~Supplemental~~ Basic Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's ~~Supplemental Services.)~~Basic Services.)

§ 4.1.2.1.1 After the last Bid Package has been released, the Architect shall assemble a complete, single set of Construction Documents which shall incorporate the drawings, specifications and Addenda for all of the various Bid Packages issued during the Bidding or Negotiation Phase. All documents shall be made current as of the date of issuance of the Conformance Set. An electronic copy of the Conformance Set shall be provided to the Owner and Construction Manager for distribution. The Architect shall provide any hard copies requested by the Owner in the size and quantity requested.

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§ 4.1.2.1.2 The Architect shall compile and deliver to the Owner Record Documents which reflect the marked-up drawings and other data furnished to the Architect by the Construction Manager. The Documents shall be in the form of a set of prints and electronic CAD and pdf files on a USB flash drive. All RFI's and documented changes in Work will be represented on the Record Documents when appropriate.

§ 4.1.2.1.3 In consultation with the Owner, the Architect will develop interior design solutions for all spaces to be constructed, including selection of all interior finishes, materials, and colors of fixed components such as general casework, which are part of the specifications for the Project.

§ 4.1.2.1.4 Architect will provide services for furniture and equipment design, which may be purchased by the Owner. As part of its Basic Services, Architect will include the layout for furniture and equipment items to be purchased on the drawings and will include power and data for all furniture, fixtures, and equipment on the drawings for each component of the Project. Architect will coordinate with staff to design infrastructure for audio-visual and computer equipment. The Architect will review and inventory existing furnishings and equipment, design and specify new furnishings and fixtures to be selected, and provide oversight for installation and inspection of existing furnishings and fixtures during the Construction Administration Phase.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 ~~If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~[Not Used.]

§ 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~~ may entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. However, nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. If the Architect fails to timely provide notice under this Section 4.2 and its subsections, the Architect shall be deemed to have waived the right for compensation for performing the Additional Services.

§ 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~~ Subject to the limitations of Section 6.5 and 6.6, services necessitated by a material change in the Initial Information, previous instructions ~~or recommendations~~ given by the ~~Construction Manager or the~~ Owner, approvals given by the Owner, or a material change in the Project including but not limited to size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section ~~1.1.6;~~ 1.1.6 which materially impact Architect's performance and services;

.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 Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate 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;~~after execution of the GMP Amendment and 100% completion of the Construction Documents, subject to Section 6.7;

.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

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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;~~ contractors which materially impact Architect's performance and services;

.6 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;~~ [Not Used.]

.7 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~[Not Used.]

.8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Not Used.]

.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~~ other cause, other than when caused by the act or omission of the Architect or a party for which it is responsible, during construction;

.11 Assistance to the Initial Decision Maker, if other than the Architect; or

.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;~~method.

.13 ~~Services necessitated by the Owner's delay in engaging the Construction Manager;~~[Not Used.]

.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~~[Not Used.]

.15 ~~Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.~~[Not Used.]

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. ~~If, upon receipt of the Architect's notice, the Owner~~ If the Owner subsequently determines that all or parts of the services are not required, the Owner shall give prompt written notice to the ~~Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:~~Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 ~~Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;~~[Not Used.]

.2 Responding to the Construction Manager's extensive 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;~~ documentation (the Architect shall identify to Owner and Construction Manager the location of the information in the foregoing documentation);

.3 [Not Used.]

.4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker;~~ Maker, unless any Claim is alleged to be a result of the Architect's errors or omissions; or

.5 Evaluating extensive substitutions proposed by the Owner or Construction Manager and making subsequent material revisions to Instruments of Service resulting therefrom.

Should the Architect believe that the proposed Additional Services are essential for the performance of its professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief. If the Owner determines that the proposed Additional Services (which the Architect has suggested are essential) are included in the Architect's Basic Services, the Architect shall perform them, submitting written notice to the Owner before performing those services, stating that the Architect disputes the Owner's determination that those services are Basic Services and that the Architect does not waive its right to seek compensation for those services by performing them.

§ 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:

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 ~~( ) visits~~ Visits to the site by the Architect ~~during construction~~over the duration of the Project during construction, as often as is appropriate for the Work that is under way, but not less than one (1) time every week

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~( )~~ One (1) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 ~~If~~ 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, if the services covered by this Agreement have not been completed within ~~( ) months of the date of this Agreement,~~ twelve (12) months after the Date of Substantial Completion of the Project that is included in the CMR's GMP Amendment (subject to change as agreed-upon by the Owner in writing), through no fault of the Architect, ~~extension of the Architect's services beyond that time shall be compensated as Additional Services.~~the Architect may request additional compensation for the actual cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of the delay.

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;~~ objectives, schedule, constraints and criteria, including space requirements and ~~relationships; flexibility; expandability; special equipment; systems;~~ relationships, flexibility, expandability, special equipment, systems, and site requirements.

§ 5.2 The Owner ~~shall~~ anticipates that it will retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5. The Construction Manager shall be responsible for creating the overall Project schedule. The Owner shall coordinate with the Construction Manager to adjust the Project schedule, if necessary in the Owner's sole discretion, as the Project proceeds.

§ 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~~ . The Owner shall establish and may periodically update the Owner's budget for the Project ~~as necessary throughout the duration of the Project until final completion.~~ in its sole discretion. 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.~~Architect.

§ 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.~~[Not Used.]

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

§ 5.5 The Owner has provided any existing environmental surveys. As necessary to provide complete Construction Documents for the Project, 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.~~ site, as a Reimbursable Expense per

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

§ 5.6 The Owner ~~shall furnish services of geotechnical engineers, which may include~~ has provided any existing geotechnical reports. As necessary to provide complete Construction Documents for the Project, the Architect shall furnish services of geotechnical engineers as a Reimbursable Expense, per Exhibit A, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall collaborate with the geotechnical engineer on the number and locations of such tests and borings.

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

§ 5.8 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~[Not Used.]

§ 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~~ may 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 reasonably requested tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Notwithstanding the foregoing, the parties understand that the Owner has no duty to search for the same, and further agree that Owner is not a professional skilled in finding such faults or defects

§ 5.13 ~~The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities.~~ Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of ~~the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~any direct communications that may affect the Architect's services.

§ 5.14 The Owner shall ~~coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall~~ provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for ~~Construction.~~Construction, upon request by 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 reasonable access to the Work wherever it is in preparation or ~~progress.~~progress, unless there is a risk of delay to the Project or safety of individuals.

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§ 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.~~[Not Used.]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include ~~the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ all of the Construction Manager's construction phase compensation, contingency, general conditions costs, but exclude the Construction Manager's preconstruction fees and costs. The Cost of the Work does not include the compensation of the ~~Architect;~~ Architect, the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, ~~financing, or contingencies for changes in the Work;~~ 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~~ may be adjusted throughout the Project ~~as required under~~ per Sections 5.3 and ~~6.4.~~ 6.5. 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~~ will review these detailed cost estimates for the Work prepared by the Construction Manager and will provide written comments on the cost estimates or acceptance of the cost estimates. The Architect shall report to the Owner, in writing, any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as ~~a Supplemental~~ an Additional 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.~~detailed cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 If the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 ~~If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~[Not Used.]

§ 6.5 If at any time prior to the Owner's acceptance of the Guaranteed Maximum Price Proposal, the Construction Manager's estimate of the Cost of the Work ~~at the conclusion of the Design Development Phase~~ (as defined in Section 6.1 herein) at the various stages of design exceeds the Owner's budget for the Cost of the ~~Work, the Owner shall~~Work (as defined in Section 6.1 herein), the Owner may hold a review and value analysis meeting with Construction Manager and Architect to determine options to address the potential impact on the Guaranteed Maximum Price if any, and/or shall, in its sole discretion:

.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,~~ Sections 6.5.1, 6.5.3, or 6.5.4, the Architect, without additional compensation, shall incorporate the ~~revisions in the Construction Documents Phase~~ required modifications in the

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Schematic Design Documents, Design Development Documents, and/or Construction Documents, as applicable, as necessary to comply with the Owner's revised budget for the Cost of the ~~Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~Work, Project program, scope or other adjustments by Owner..

§ 6.7 After ~~incorporation of modifications under Section 6.6, the Architect shall,~~ execution of the Guaranteed Maximum Price Amendment by Owner, and completion of 100% Construction Documents by the Architect, the Architect shall, after prior written authorization from Owner as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, ~~the Guaranteed Maximum Price proposal, or Control Estimate~~ that exceed the Owner's budget for the Cost of the ~~Work,~~ Work by more than 5% cumulatively, 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.~~or equipment, or are a result of the Architect's error or omission.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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,~~ Specifications. As payments are made by the Owner and accepted by the Architect, the Owner is hereby deemed the owner of the Architect's and the Architect's consultants' 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.~~Owner.

§ 7.3 ~~The~~ Upon execution of this Agreement, the Architect grants to the Owner ~~a nonexclusive license to use~~ full ownership of 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,~~ obligations, including prompt payment of all sums ~~due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses~~ when due, under this Agreement. The Architect shall obtain the necessary rights from the Architect's consultants consistent with this ~~Agreement. The license~~ Agreement and the Owner's ownership of the Instruments of Service. The rights granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment 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~~ Service 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.~~Project for the Owner. These full ownership rights shall survive any termination of this Agreement.

§ 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 or rights 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.

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

§ 7.5 The Owner authorizes the Architect to furnish contractors and subcontractors, directly engaged in the Project, portions of the Construction Documents in digital data format for their convenience and use solely for their construction of the Project. The Architect cannot warrant the compatibility of digital data files with the hardware or software utilized by the contractors and subcontractors. The Architect does not warrant the accuracy of changes made by contractors and subcontractors to the digital files provided by the Architect.

§ 7.6 Upon completion of the services, the Architect shall furnish to the Owner digital data files of the latest Construction Documents prepared by the Architect. The Architect shall correct any errors or discrepancies found in the digital data files and reported within 60 days of their receipt by the Owner.

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.~~ law. 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 and paid by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the modified AIA Document A201–2017, (as prepared for the Project) General Conditions of the Contract for ~~Construction.~~ Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 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.~~ Indemnification Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold harmless the Owner for all damages, losses, attorney fees or claims which the Owner sustains arising out of or related to any negligent act (including the negligent breach of this Agreement), error, omission or failure to exercise reasonable care skill or diligence on the part of the Architect, its employees, its agents, its consultants, or any party for which the Architect is responsible respecting the performance of any Work or Service in connection with the Project.

§ 8.1.4 The Architect ~~and Owner waive~~ waives 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.~~ Agreement.

§ 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.~~ may be subject to mediation if agreed upon in writing by both parties. 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.

§ 8.2.1.1 Unless otherwise agreed in writing, the Owner shall maintain the Owner's rights to the Architect's Instruments of Service and the Architect shall continue to provide services and shall maintain progress during any mediation, arbitration or litigation proceedings, and the Owner shall continue to make payments to the Architect in accordance with this Agreement, however the Owner shall be under no obligation to make payments on or against any claim or amounts in

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dispute during the pendency of any mediation, arbitration or litigation proceeding to resolve those claims or amount in dispute.

§ 8.2.2 ~~The~~ If 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~~ the parties shall mutually agree to a mediator, and the mediation shall be administered by a mediator that is mutually agreeable to the parties; however if the parties are unable to agree upon a forum or mediator, the parties will use the American Arbitration Association's Construction Industry Mediation rules in effect on the date of ~~this~~ the 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 Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ The parties agree that a request for mediation will not be submitted to the American Arbitration Association until the parties are unable to agree on a different forum for mediation of the claim, dispute, or other matter in question between them.

§ 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.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent ~~jurisdiction~~jurisdiction, pursuant to Section 10.1

[ ] Other: *(Specify)*

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

~~§ 8.3 Arbitration~~
~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

§ 8.3 [Not Used.]
§ 8.3.1 [Not Used.]

§ 8.3.1.1 [Not Used.]

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§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~[Not Used.]

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~[Not Used.]

~~§ 8.3.4 Consolidation or Joinder~~
§ 8.3.4 [Not Used.]
§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~[Not Used.]

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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

§ 8.3.4.2[Not Used.]

§ 8.3.4.3[Not Used.]

§ 8.4 ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~[Not Used.]

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~~ twenty-one 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, and the period of suspension is more than 120 days, 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~~ 120 cumulative days for reasons other than the fault of ~~the Architect,~~ the Architect and within the control of the Owner, 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.

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§ 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, Reimburs~~ able Expenses incurred, and ~~costs attributable to termination, including the costs attributable to the Architect's terminatio~~ n of consultant agreements.In the event of termination not the fault of the Architect, the Architect shall be compensated for services actually performed prior to termination per paragraph 11.6, together with Reimbursable Expenses then due. .

§ 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:~~

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

[Not Used.]

§ 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.~~7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 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.~~ by the Owner. 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.~~Agreement.

§ 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. The Architect shall identify Owner as an express third party beneficiary in each agreement with Architect's consultants and subcontractors and shall incorporate by reference all of Architect's

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duties and obligations with respect to Owner in such agreements such that each consultant and subcontractor shall owe to Architect all obligations that Architect owes to Owner, as adjusted for the particular services provided to Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.~~site, unless the toxic materials or substances were brought to the Project by the Architect pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, the Architect shall immediately report that presence to the Owner in writing.

§ 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.~~ Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third party (without the advance written consent of the Owner) any confidential, proprietary or privileged information or documentation of the Owner. 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential to the extent permitted by law and shall not disclose it to any other person except ~~as set forth in Section 10.8.1.~~ to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) to the extent required by law. If Architect wishes to protect such information from a public records request, Architect shall be responsible for initiating or pursuing any legal remedy at its own expense and shall indemnify Owner against any damages Owner may incur related to or arising out of such public records request. 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.~~[Not Used.]

§ 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.~~Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 10.10 Betterment. If a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to construct such item or component to the extent that such costs would have been incurred had Architect included such item or component in the Architect's original Construction Documents (i.e., betterment), but Architect shall be responsible for paying any additional costs arising from the omission.

§ 10.11 The services provided under this Agreement include those commenced and previously authorized by the Owner within the scope of this Project. Fees paid prior to the execution of the Agreement shall be credited against the fees set forth in this Agreement

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Scope of Work:
$, plus
Reimbursable Expenses as defined in paragraph 11.8, not to exceed $.

.2 Percentage Basis
(Insert percentage value)

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~[Not Used.]

.3 Other
(Describe the method of compensation)

§ 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.)~~[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

No Additional Services shall be performed without a prior written, signed agreement between the Owner and Architect. The Architect shall be compensated for Additional Services on the basis of hourly billing rates set forth in Exhibit B, unless a lump sum amount is mutually agreed upon between the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's ~~consultants when not included in Sections 11.2 or 11.3,~~ consultants, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The Architect shall invoice the Owner monthly in proportion to services performed in each phase of services and shall provide separate invoices for each Scope of Work, tracking all fees and Reimbursable Expenses separately for each Scope of Work. 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:

Scope of Work:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the ~~Work.~~ Work or the Cost of the Work in the executed Guaranteed Maximum Price Amendment, as applicable. 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 of the Cost of the Work 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.~~have been actually completed on those portions in accordance with the schedule set forth in Section 11.5 based on (1) the Cost of the Work in the Owner-accepted Guaranteed Maximum Price Amendment, or (2) if the Guaranteed Maximum Price proposal has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project to the extent such estimate has been approved by the Owner.

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

As set forth in Exhibit B.

~~Employee or Category~~ ~~Rate ($0.00)~~

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for ~~Basic, Supplemental, and Additional Services and include~~ Basic and Additional Services, subject to 11.1, and include the normal and reasonable 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~~ Web sites, and extranets;
.3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~Fees paid for securing approval of authorities having jurisdiction over the Project, provided that the Owner may pay these amounts directly if requested in sufficient time to process and issue the payment;

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.4 Printing, reproductions, plots, ~~and standard form documents;~~standard form documents, except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants shall not be reimbursable;

.5 Postage, handling, and delivery;

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~ Employment of special consultants other than those listed in this Agreement if authorized in advance, in writing by the Owner; and

.7 Renderings, ~~physical~~ models, mock-ups, professional photography, and presentation materials requested by the ~~Owner or required for the Project;~~Owner;

.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;~~[Not Used.]

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~[Not Used.]

.10 ~~Site office expenses;~~[Not Used.]

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~[Not Used.]

.12 ~~Other similar Project-related expenditures.~~[Not Used.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.8.3 Reimbursable Expenses must be itemized and submitted with supporting documentation to the Owner no later than 60 days after such expense is incurred by the Architect. Architect's failure to submit Reimbursable Expense timely to the Owner as required herein will be an irrevocable waiver of Architect's right to reimbursement for such Reimbursable Expense.

§ 11.9 ~~Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)~~[Not Used.]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~[Not Used.]

§ 11.10.2 Progress Payments

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

~~% —~~Zero percent (0%)

~~§ 11.10.2.2 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 a binding dispute resolution proceeding.~~

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§ 11.10.2.2[Not Used.]

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

§ 11.10.2.4 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Architect's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Architect shall preserve these for at least 4 years, or for such longer period as may be required by law. In the event that the Architect's records are not available at the agreed upon time or place, or in the event that Owner finds incomplete records or inaccurate accounting of paid expenses, the Architect must reimburse Owner for its time, travel, related expenses and Architect shall reimburse Owner the full amount of any discrepancies or overages.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 Architect's Duties in General. The Architect acknowledges that the Owner is entering this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.

§ 12.2 The Architect acknowledges it will use its best professional skill and judgment to coordinate the design of the Project in order to (i) minimize disruption of the Owner's operations, and (ii) to ensure that the Project is coordinated as to phasing, timing, staging, design, and execution. However, it is understood that the Architect will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the responsibility of the Construction Manager.

§ 12.3 The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.

§ 12.4 The Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.

§ 12.5 Consistent with its Standard of Care, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.

§ 12.6 The Architect shall endeavor to maintain good working relations with the Owner, Construction Manager, contractors and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes.

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§ 12.7 Privileged Communications. All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of the Construction Manager any contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Architect and the Architect's counsel or between the Architect and any contractor seeking a decision from the Architect on a claim or dispute related to the Project.

§ 12.8 Non-Discrimination. Architect agrees:

.1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

.2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.

.3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

.4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

§ 12.9 Notices. A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

§ 12.10 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

§ 12.12 Ethics. The Architect is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

§ 12.13 Findings for Recovery. The Architect is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Architect will immediately repay to the Owner any funds paid under this Agreement.

§ 12.14 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail. Facsimile or electronic signatures shall be effective as originals.

§ 12.15 Compliance with Laws & Regulations. Architect, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, will require its Subconsultants to comply. The Architect shall

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also comply with all federal, state, and local laws, rules, and regulations applicable to the construction of public facilities, including any applicable safety and security laws and regulations. The design will conform to all applicable codes and standards including but not limited to those published by The Joint Commission, Centers for Medicaid and Medicare Services (CMS) Facility Guidelines Institute (FGI), and all other national, state, and local regulatory and statutory requirements. In the event of conflicting requirements, the Architect shall comply with the more stringent requirements.

§ 12.16 Health Insurance Portability and Accountability Act. The Architect and its subconsultants of any tier, will assume any required duties and responsibilities of a "business associate" under the HIPAA laws in order to protect patient confidentiality. Architect has an affirmative duty to apprise itself of all applicable HIPAA laws and to train its employees, subcontractors and suppliers, of any tier, regarding same. Notwithstanding anything in this agreement to the contrary, the Architect will fully indemnify and hold Owner harmless against any Owner costs, expenses, fines, claims, penalties or damages as a result of the Architect 's breach of its obligations set forth in the last three sentences.

§ 12.17 Medicare Access tc Records Clause. If required in accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, then until the expiration of four years after the furnishing of services pursuant to this Agreement and any Proposal, Architect will make available, upon request, to the Secretary of Health and Human Services or the Comptroller General, or to any of their duly authorized representatives, this Contract, subcontracts, agreements, proposals, and books, documents, and records that are necessary to certify the extent of any costs arising from this Agreement. Further, if Architect carries out any of its duties arising from this Agreement through a subcontract, with a value or a cost of $10,000 or more over a twelve month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of Health and Human Services or the Comptroller General, or any of the duly authorized representatives, the subcontract, and books, documents.

§ 12.18 No Excluded Persons. Architect warrants and represents that at the time of entering into this Agreement and throughout its term, neither it nor any of its employees, officers, directors, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at https://www.epls.gov/) and the HHS/OIG List of Excluded Individuals/Entities available through the internet at http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp) (or any successor internet sites). In the event Architect or any of its employees, officers, directors, contractors, subcontractors or agents becomes an ineligible person after entering into this Agreement or otherwise fails to disclose its ineligible person status, Architect shall (1) immediately notify Owner of such ineligible person status and (2) Owner may immediately terminate this Agreement.

§ 12.19 Compliance with Stark Law. (42 U.S.C. § 1395nn, et seq.) Architect certifies that is has identified and disclosed, prior to execution of this Agreement, any physician or physician's immediate family member that has an ownership interest or financial relationship, (as such terms are defined in 42 USC § 1395, 42 CFR Part 411, and related laws and regulations) directly or indirectly, with Architect. Architect certifies that it has disclosed in detail, the nature of such ownership interest or financial relationship. If no such disclosure is made, by executing this Agreement, Architect affirmatively represents that no physician or physician's immediate family member has an ownership interest or financial relationship, directly or indirectly, with the Architect. Notwithstanding anything in this Agreement to the contrary, Architect will fully indemnify and hold Owner harmless against any costs, expenses, fines, claims, penalties or damages arising out of or relating to Architect's failure to fully disclose ownership interests or financial relationships, as set forth in this paragraph.

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~~Edition, as modified

.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

[Not Used.]

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

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.~~

~~*(Insert the date of the E234-2019 incorporated into this agreement.)*~~

[Not Used.]

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

Exhibit A — Architect's proposal dated _____ (to the extent not inconsistent with this Agreement)
Exhibit B – Architect's Hourly Rates Schedule

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

Owner RFQ dated October 26, 2022 is incorporated by reference to the extent not inconsistent with this Agreement.

This Agreement entered into as of the day and year ~~first written above.~~of execution by the Owner .

OWNER *(Signature)*	ARCHITECT *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*
(Date)	*(Date)*

CERTIFICATE OF FUNDS
(ORC 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

_____
Fiscal Officer

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RFQ EXHIBIT B

Wyandot Memorial Hospital – 415 West Church Street Upper Sandusky, OH 43351

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