

 **AIA**[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty eighth day of May in the year two thousand thirteen

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

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

Iowa City Community School District
1725 North Dodge St
Iowa City, IA 52245

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

Design Engineers, PC
8801 Prairie View Lane SW, Suite 200
Cedar Rapids, IA 52404

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

Safety and Security Upgrades
Phases 1A, 2A, 3A and 4A
Iowa City, IA

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:

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

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

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User Notes:

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Engineer's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Safety and Security enhancements include work at a number of district owned facilities and encompass work on the following systems:

1. Video Surveillance Cameras
2. Intrusion Detections Systems (Burglar Alarms)
3. Access Control Systems and associated Door Hardware Modifications
4. Intercom Systems
5. Entrance Camera Systems
6. Fire Alarm Systems
7. Mechanical DDC Systems
8. Information Technology Rooms and Pathways.

The amount of work on each system will vary greatly between buildings. Some buildings will be an expansion of an existing system and other buildings will be the addition of a system. Work includes establishing design parameters that will provide a consistent level of security at each unique facility. Systems should be configured to integrate with mechanical DDC systems to meet the long term desire for a full time security officer to monitor safety and security systems as well as mechanical systems. The district owned facilities that are part of this agreement are outlined below with their associated square footage:

1. Borlaug Elementary; 68,000 sq ft
2. Coralville Elementary; 52,967 sq ft
3. Educational Services; 45,699 sq ft

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4. Garner Elementary; 60,000 sq ft
5. Hills Elementary; 24,449 sq ft
6. Horn Elementary; 51,100 sq ft
7. Kirkwood Elementary; 48,045 sq ft
8. Lemme Elementary; 36,293 sq ft
9. Lincoln Elementary; 25, 823 sq ft
10. Lucas Elementary; 42,080 sq ft
11. North Central Junior High; 82,612 sq ft
12. Penn Elementary; 38,838 sq ft
13. South East Junior High; 150,604 sq ft
14. Tate High; 19,700 sq ft
15. Theodore Roosevelt Education Center
16. Van Allen Elementary; 61,081 sq ft
17. Weber Elementary; 48,400 sq ft
18. West High; 339,217 sq ft
19. Wickham Elementary; 56,049 sq ft

The scope of work at Educational Services Center , Lincoln Elementary, Tate High, VanAllen Elementary, Weber Elementary and Wickham Elementary will be limited to safety and security systems identified as 1-6 above, a separate contract is addressing items 7-8 for these facilities.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

(Paragraphs deleted)

| | Commencement of Construction Date | Substantial Completion Date |
|----------|-----------------------------------|-----------------------------|
| Phase 1A | August, 2013 | November, 2013 |
| Phase 2A | October, 2013 | February, 2014 |
| Phase 3A | January, 2014 | May, 2014 |
| Phase 4A | April, 2014 | Aug, 2014 |

§ 1.3 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Engineer shall appropriately adjust the schedule, the Engineer's services and the Engineer's compensation.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

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

§ 2.5 The Engineer shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Engineer normally maintains, the Owner shall reimburse the Engineer for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 each occurrence, \$4,000,000 aggregate

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.2 Automobile Liability

\$1,000,000 each accident

.3 Workers' Compensation

\$500,000 each accident/ employee/, \$500,000 policy limit

.4 Professional Liability

\$2,000,000 each claim, \$4,000,000 aggregate

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in Article 3 and include usual and customary architectural, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Engineer shall not be responsible for an Owner's directive or substitution made without the Engineer's approval.

§ 3.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

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

§ 3.2.3 The Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally

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responsible design approaches. The Engineer shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Engineer shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

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

(Paragraph deleted)

§ 3.2.5.2 The Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

(Paragraph deleted)

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 3.6.4.

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

§ 3.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.3.4 The Engineer shall update the estimate for the Cost of the Work.

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

§ 3.4 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.4.1 GENERAL

The Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.4.2 COMPETITIVE BIDDING

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Engineer shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.4.3 NEGOTIATED PROPOSALS

(Paragraphs deleted)

§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Engineer shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5 CONSTRUCTION PHASE SERVICES

§ 3.5.1 GENERAL

(Paragraph deleted)

§ 3.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Engineer's services under this Agreement unless the Owner and the Engineer amend this Agreement.

§ 3.5.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer 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 Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.5.1.3 Subject to Section 4.3, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Engineer issues the final Certificate for Payment.

§ 3.5.2 EVALUATIONS OF THE WORK

§ 3.5.2.1 The Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 Engineer shall not be required to make

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exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.5.2.2 The
(Paragraphs deleted)

Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer 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 Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.5.2.4 Interpretations and decisions of the Engineer 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 Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.5.3.1 The Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

§ 3.5.3.2 The
(Paragraphs deleted)

issuance of a Certificate for Payment shall not be a representation that the Engineer 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Engineer shall maintain a record of the Applications and Certificates for Payment.

(Paragraphs deleted)

§ 3.5.4 SUBMITTALS

(Paragraph deleted)

§ 3.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer'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 Engineer's professional judgment to permit adequate review.

(Paragraph deleted)

§ 3.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor'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 Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

(Paragraph deleted)

§ 3.5.4.4 Subject to the provisions of Section 4.3, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer 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 Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

(Paragraphs deleted)

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

(Paragraph deleted)

§ 3.5.5 CHANGES IN THE WORK

(Paragraphs deleted)

§ 3.5.5.1 The Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraphs deleted)

§ 3.5.5.2 The Engineer shall maintain records relative to changes in the Work.

(Paragraph deleted)

§ 3.5.6 PROJECT COMPLETION

(Paragraphs deleted)

§ 3.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

(Paragraphs deleted)

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

(Paragraph deleted)

§ 3.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraphs deleted)

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Engineer shall provide the listed Additional Services only if specifically designated in the table below as the Engineer's responsibility, and the Owner shall compensate the Engineer as provided in Section 11.2.

(Designate the Additional Services the Engineer shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|--|--|
| § 4.1.1 Programming | Owner | |
| § 4.1.2 Multiple preliminary designs | Not Provided | |
| § 4.1.3 Measured drawings | Not Provided | |
| § 4.1.4 Existing facilities surveys | Engineer | Section 4.2 |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | Not Provided | |
| § 4.1.6 Building information modeling | Not Provided | |
| § 4.1.7 Civil engineering | Not Provided | |
| § 4.1.8 Landscape design | Not Provided | |
| § 4.1.9 Interior Design (B252™-2007) | Not Provided | |
| § 4.1.10 Value Analysis (B204™-2007) | Not Provided | |
| § 4.1.11 Detailed cost estimating | Not Provided | |
| § 4.1.12 On-site project representation | Not Provided | |
| § 4.1.13 Conformed construction documents | Not Provided | |
| § 4.1.14 As-Designed Record drawings | Not Provided | |
| § 4.1.15 As-Constructed Record drawings | Engineer | Section 4.2 |
| § 4.1.16 Post occupancy evaluation | Not Provided | |
| § 4.1.17 Facility Support Services (B210™-2007) | Not Provided | |
| § 4.1.18 Tenant-related services | Not Provided | |
| § 4.1.19 Coordination of Owner's consultants | Not Provided | |
| § 4.1.20 Telecommunications/data design | Not Provided | |
| § 4.1.21 Security Evaluation and Planning (B206™-2007) | Not Provided | |
| § 4.1.22 Commissioning (B211™-2007) | Not Provided | |
| § 4.1.23 Extensive environmentally responsible design | Not Provided | |
| § 4.1.24 LEED® Certification (B214™-2007) | Not Provided | |

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| § 4.1.25 | Fast-track design services | Not Provided | |
| § 4.1.26 | Historic Preservation (B205™-2007) | Not Provided | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) | Not Provided | |
| § 4.1.28 | Existing building plans | Owner | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Engineer's responsibility, if not further described in an exhibit attached to this document.

Engineer shall visit existing buildings as required to evaluate existing conditions as they relate to the proposed work only. Engineers shall provide Record Drawings based on contractor red-lines.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.3 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Engineer.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

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- 6 To the extent the Engineer's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Engineer, extension of the Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish the requested information as necessary and relevant for the Engineer to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Engineer to furnish them as an Additional Service, when the Engineer requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

§ 5.7 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.

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

§ 5.9 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Engineer's consultants through the Engineer about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Engineer of any direct communications that may affect the Engineer's services.

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

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

(Paragraph deleted)

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

§ 6.3 In preparing estimates of the Cost of Work, the Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Engineer's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Engineer shall provide such services as an Additional Service under Article 4.

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

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Engineer 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 Engineer in making such adjustments.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Engineer, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Engineer's modification of the Construction Documents shall be the limit of the Engineer's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Client acknowledges the Engineer's construction documents, including electronic files, as the work papers of the Engineer and the Engineer's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Engineer, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Engineer.

§ 7.2 Under no circumstances shall the transfer of ownership of the Engineer's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Engineer's copyrights in any of the foregoing, full ownership of which shall remain with the Engineer, absent the Engineer's express prior written consent.

§ 7.3 The Engineer shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

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

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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.

§ 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. If the Owner and Engineer do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer 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 Engineer for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Engineer's services and include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus an amount for the Engineer's anticipated profit on the value of the services not performed by the Engineer.

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§ 9.8 The Owner's rights to use the Engineer's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer 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.

§ 10.4 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer 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 Engineer.

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

§ 10.7 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project.

§ 10.8 If the Engineer or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

10.0% (ten percent) of the Cost of the Work as defined in 6.1.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Engineer as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for all services indicated to be provided by "Engineer" in section 4.1 are included in compensation for basic services in section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Engineer as follows:
(Insert amount of, or basis for, compensation.)

Engineer's standard hourly rates

§ 11.4 Compensation for Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer plus percent (%), or as otherwise stated below:

Compensation for Engineer's consultants is included with basic services in section 11.1

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

| | | | |
|---------------------------------|------------------------------|------------|-----------|
| Schematic Design Phase | percent (| 20.0 | %) |
| Design Development Phase | percent (| NA | %) |
| Construction Documents Phase | percent (| 50.0 | %) |
| Bidding or Negotiation Phase | percent (| 5.0 | %) |
| Construction Phase | percent (| 25.0 | %) |
| Total Basic Compensation | one hundred percent (| 100 | %) |

§ 11.6 When compensation is based on a percentage 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See attachment

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Engineer's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Engineer's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants plus zero percent (0.0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ENGINEER

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid forty-five (45) days after the invoice is received by the Owner shall bear interest at the rate equal to the rate specified in Iowa Code Section 74A.2.

§ 11.10.2

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.1 The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against any damages, liabilities, or costs, to the extent caused by the Engineer's negligence in the performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

12.2 In recognition of the relative risks and benefits of the Projects to both Owner and Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent of the law, to limit the liability of the Architect, including its officers, directors, shareholders, employees, agents, its subconsultants, affiliated companies, and any of them, to the Owner and any person of entity claiming by or through the Owner, for any and all claims, damages, liabilities, losses or costs including reasonable attorney's fees and defense costs, or cost of any nature whatsoever, or claims expenses resulting in any way related to the Project or Agreement from any cause or causes shall not exceed the compensation received by the Engineer under the agreement or fifty thousand dollars (\$50,000), whichever is greater.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Engineer

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A Hourly Billing Rates

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

OWNER

ENGINEER

(Signature)

(Signature)

(Printed name and title)

Dwight Clopton Schumm Managing Principal

(Printed name and title)

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