

RESOLUTION NO. 20-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING AN AGREEMENT FOR ARCHITECT SERVICES FOR THE PROPOSED CITY HALL CONSTRUCTION PROJECT

WHEREAS, the City of Castle Pines (“City”) currently leases and utilizes a limited amount of space in the Douglas County-Castle Pines Library branch to provide City services to its residents; and

WHEREAS, with the growth of the City and increased demand for City services, including public works, building permitting and administrative support, the City Council is in need of additional building space and therefore desires to design and construct a City Hall building to accommodate such needs; and

WHEREAS, the City publicly bid through a request for proposals (“RFP”) process to obtain architect services for the City Hall construction project; and

WHEREAS, the City received fifteen (15) proposals and selected and interviewed the top four (4) proposing firms; and

WHEREAS, HB&A LLC (“HB&A” or “Architect”) was selected as the firm to provide the architect services following the interview and evaluation process; and

WHEREAS, the City and HB&A negotiated the terms of an agreement between the City and HB&A; and

WHEREAS, the City Council desires to approve the agreement for architect services with Architect and to have the Architect perform the work as described therein for a stipulated sum of Two Hundred Thousand Nine Hundred and Thirty Dollars and Zero Cents (\$200,930.00), plus reimbursable costs not to exceed Twelve Thousand Eight Hundred Sixty Six Dollars and Zero Cents (\$12,866.00) and a bid alternate for project close-out work up to Ten Thousand Dollars (\$10,000.00) in a form approved by the City Attorney and executed by the City Manager (the “Contract”).

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THAT:

Section 1. The City Council hereby approves the Agreement with HB&A LLC, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the Agreement.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 1 AGAINST, AND 0 ABSENT THIS 23RD DAY OF JUNE 2020.



DocuSigned by:
Tera Stave Radloff
6EDC8EB279DC479
Tera Stave Radloff, Mayor

ATTEST:
DocuSigned by:
Tobi Basile
AD63A8D92652489...
Tobi Basile, CMC, City Clerk

APPROVED AS TO FORM:
DocuSigned by:
Linda C. Michow
5241DE89B0FF444...
Linda C. Michow, City Attorney

EXHIBIT A
HB&A CONTRACT FOR ARCHITECT SERVICES

 **AIA[®] Document B133™ – 2019****Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

AGREEMENT made as of the 23 day of June in the year 2020
(In words, indicate day, month and year.)

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

City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108
303-705-0200

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

HB&A LLC, a Colorado limited liability company
102 E Moreno Ave
Colorado Springs, CO 80903
T: (719) 473-7063

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

Castle Pines City Hall
Project Description: The intent of the City is to construct a City Hall facility that will meet the current and future needs of the municipal government and its ability to provide community services. The project is anticipated to be approximately 13,000 SF. ("Project").

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

Fransen Pittman General Contractors
9563 S. Kingston Court, Suite 200
Englewood, CO 80112
T: 303-783-3900

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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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 Project Program is defined in the Initial Program Document which is attached as Exhibit B . Exhibit will be revisited and confirmed as part of the scope of services

§ 1.1.2 The Project's physical characteristics:

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

The Project is to be constructed on a portion of a parcel of the property that is approximately ten (10)-acres, located at the southwest corner of Lagae Road and Castle Pines Parkway, commonly known as the Lagae Family parcel ("Property"). The property is bordered on the west by residential units and on the south by a church property and Elk Ridge Park

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Preliminary construction estimates for this Project range between \$4,000,000 and \$5,500,000 with a total Project budget to be determined by the City

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

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(Paragraphs deleted)

Refer to Exhibit C – Preliminary Schedule

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

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

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

None anticipated at this time

§ 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.)

No defined measurable criteria including LEED, Green Globes or other rating systems are anticipated.

(Paragraph deleted)

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

Michael Penny
City Manager
City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108
T: 303-705-0200
E: Michael.penny@castlepinesco.gov

§ 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.)

Paul Wember
Owner’s Representative
Wember, Inc.
7525 South Jasmine Court
Centennial, CO 80112
T: 303-378-41330
E: Pwember@wemberinc.com

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

.1 Construction Manager:

Fransen Pittman General Contractors
9563 S. Kingston Court, Suite 200

Englewood, CO 80112
303-783-3900

- .2** Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3** Land Surveyor:

- .4** Geotechnical Engineer:

- .6** Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Material Testing & Inspections will be by Owner.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Amy Umiamaka
Principal
HB&A
102 E. Moreno Ave.
Colorado Springs, CO 80903
T: 719-473-7063
E: amy.umiamaka@hbaa.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

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.1 Structural Engineer:

As identified by Team after schematic design. Team member will be incorporated via Addendum

.2 Mechanical Engineer:

As identified by Team after schematic design. Team member will be incorporated via Addendum

.3 Electrical Engineer:

As identified by Team after schematic design. Team member will be incorporated via Addendum

.4 Civil Engineer:

As identified by Team after schematic design. Team member will be incorporated via Addendum

§ 1.1.12.2 Consultants retained under Supplemental Services:

NA

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

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation . as an approved additional service.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 The Architect identifies Amy Umiamaka as the authorized representative to act on behalf of the Architect with respect to the Project.

§ 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 procure and maintain in effect during the term of this Agreement the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of Colorado and rated A- or better by the current edition of A.M. Best's Key Rating Guide or otherwise approved by the Owner.

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- a. **Professional Liability Errors and Omissions Insurance** with limits of not less than \$2,000,000 per claim and not less than \$2,000,000 aggregate. The Architect shall maintain this coverage in effect during the term of this Agreement and for eight (8) years after the Date of substantial completion of the Project. The Architect shall not have a self-insured retention (as opposed to a deductible). Upon the Owner's request, the Architect shall give prompt written notice to the Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement; and
- b. **Worker's Compensation Insurance** with statutory benefits and limits which shall fully comply with all State and Federal requirements and must also contain Broad Form All States and Voluntary Compensation Endorsements, and have Employers Liability limits not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease endorsed with a waiver of subrogation in favor of the Owner; and must also be endorsed to be primary and non-contributory; and
- c. **Commercial Automobile Liability Insurance** coverage for any and all non-owned, leased or hired vehicles with combined single limits of at least \$2,000,000 per accident for bodily injury and property damage; and
- d. **Commercial General Liability Insurance consisting of a broad form Commercial General Liability Insurance Policy** including, without limitation, appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Personal/Advertising Injury Liability, Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than two (2) years following the date of final payment for all Services provided under this Agreement, if insurance is available and affordable. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage as well as personal-advertising injury, and it shall have an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability. The policy must be endorsed to name the Owner as additional insureds, (ISO form CG 2010 in which sole negligence of the additional insured is not excluded) in favor of the Owner, and must also be endorsed to be primary and non-contributory.
- e. The specified limits of insurance may be satisfied by any combination of primary or excess/umbrella liability insurance policies.

(Paragraph deleted)

§ 2.6.2 The Architect agrees to require its subconsultants to comply with the insurance provisions required of the Architect pursuant to this Agreement; provided, however, the Architect and the Owner may mutually agree to modify these requirements for subconsultants whose work is of a relatively small scope. The Architect agrees that it will contractually obligate its subconsultants to promptly advise the Architect of any changes or lapses of the requisite insurance coverages and the Architect agrees to promptly advise the Owner of any such notices that the Architect receives from its subconsultants. The Architect assumes all responsibility for monitoring subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project

§ 2.6.3 The Architect shall not make changes in or allow the required insurance coverages to lapse without prior written notice to the Owner. All policies for insurance must be endorsed to contain a provision giving the Owner a thirty (30) day prior written notice by certified mail of any cancellation of that policy. At the inception of the Agreement and prior to commencing any services, the Architect must provide certificates of insurance evidencing the required coverages. Policy renewal dates should be noted and new certificates must be provided with the requirements noted above throughout the entire term of the Agreement or maintained for a period of two (2) years after final

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completion of the Services. Any losses within the deductible or self-insured retention amounts provided for under the above policies shall be borne by the Architect or its subconsultants.

Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should the Architect fail to provide and maintain the insurance as set forth herein, the Owner shall have the right, but not the obligation, to pay such premium to the insurance company and to deduct such payment from any sums that may be due or become due to the Architect, or to seek reimbursement for said payments from the Architect. Any sums paid by the Owner shall be due and payable immediately by the Architect upon notice from the Owner. Receipt and review by the Owner of any copies of insurance policies and endorsements, or insurance certificates, shall not relieve the Architect of its obligation to comply with the insurance provisions of the Agreement. The Architect must also submit copies of all required endorsement to their policies when submitting the certificate(s) of insurance to the Owner

§ 2.6.4 Failure to obtain and maintain the required insurance shall constitute a breach of the Agreement and the Architect will be liable for any and all costs, liabilities, damages and penalties (including attorney fees, court costs and settlement expenses) resulting to the Owner from such breach. Failure of the Architect to provide insurance as required or failure of the Owner to notify the Architect of any breach by the Architect of the requirements shall not be deemed to be a waiver by the Owner of any of the terms and conditions. The obligation to procure and maintain insurance required is a separate responsibility of the Architect and independent of the duty to furnish a copy or certificate of such insurance policies

(Paragraphs deleted)

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. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend and document Project meetings, communicate with members of the Project team, and provide written progress reports to the Owner and their representatives at intervals aligned with invoicing requested by the Owner.

§ 3.1.2 The Architect shall coordinate its services with sub consultants and those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with applicable design requirements imposed by those authorities and entities.

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§ 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, 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 performing the services hereunder, the Architect shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Architect shall also comply with all applicable ordinances, regulations, and resolutions of the City.

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

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

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.11, 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.

§ 3.3 Schematic Design Phase Services

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

§ 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.

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

§ 3.3.4 Based on the 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.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, 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 The Architect shall review and evaluate the Construction Manager's estimate of the Cost of the Work and provide its assessment of the Cost of the Work to the Owner and Construction Manager. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

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

§ 3.4 Design Development Phase Services

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

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

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

§ 3.4.4 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's written 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,

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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 shall provide and assist the Owner and the Construction Manager in filing such Drawings, Specifications and other documents required or appropriate for the approval of governmental authorities having jurisdiction over the Project and for the issuance of building permits. The Architect shall prepare the Drawings, Specifications and other documents in accordance with all applicable codes and building department interpretation. Basic Services shall include all re-design and re-engineering services within the Architect's scope of work required to obtain all governmental approvals for the Project, including without limitation, all such services required of the Architect's consultants.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of develop (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.

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

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

§ 3.5.6 The Architect shall review and evaluate the updated estimate of the Cost of the Work prepared by the Construction Manager and provide its assessment of the Cost of the Work to the Owner. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

- (a) § 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. The Architect shall, without additional compensation, correct or revise any Architects errors, omissions in the Construction Documents or in its work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, (1) to become generally familiar with the progress and quality of the portion of the Work completed (2) 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect does not reject Work that it knows to be non-conforming Work, and if in the Architect's professional opinion the non-conformance may cause a substantial deviation from the design intent or level of quality required by the Contract Documents, then the Architect advise the owner and document in writing to the Contractor. 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 Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (1) reviewed construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (3) 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 to be made available to the Owner upon request.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 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 seven (7) days of receipt. 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. Architect acknowledges that the team, including the Architect, will work through an online project management system for this project. The system is anticipated as Owner Insite.

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's in field reviews shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2). Architect and their consultants shall complete a final inspection log and generate a "Punch List" that will be included in the letter of substantial completion. These issues will be tracked using collaborative software to closure by the design team and issued to the Construction Manager.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, not provided, or not applicable)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not applicable
§ 4.1.1.5 Existing facilities surveys	Not applicable
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – By Addendum
§ 4.1.1.10 Landscape design	Architect – By Addendum
§ 4.1.1.11 Standard Form of Architect's Services: Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services (B252-2019)	Architect

(Row deleted)

§ 4.1.1.12 Value analysis (B204-2007)	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation (B207-2007)	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Architect – 11 Month Warranty Walk
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Coordination of the Owner's consultants	Owner
§ 4.1.1.22 Telecommunications/data design	Architect – Infrastructure Only (consultant by addendum)
§ 4.1.1.23 Security evaluation and planning (B206-2007)	Not Provided
§ 4.1.1.24 Commissioning (B211-2007)	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation (B205-2007)	Not applicable
§ 4.1.1.27 Furniture, furnishings, and equipment design (B253-2007)	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Optional Services	Not Provided
§ 4.1.1.29 Extensive environmentally responsible design	Not Provided
§ 4.1.1.30 LEED certification (B214-2012)	Not Provided
§ 4.1.1.31 AV/IT Services	Architect – By Addendum as needed
Acoustical Engineering	Architect – By Addendum as needed
Envelope Consultant	Architect – By Addendum as needed

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested .

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

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work,

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- or bid packages in addition to those listed in Section 1.1.6 that necessitate major revisions in the Instruments of Service, except where necessitated by the errors or omissions of the Architect;
- .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 exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, after the submittal of permit, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or

(Paragraphs deleted)

contractors but only if the failure or delay continues after the Architect provides seven (7) days advance written notice of the need for prompt action;

(Paragraph deleted)

- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto, and except where the proceeding involves issues concerning problems (actual or alleged) caused by errors or omissions of the Architect;;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .8 Assistance to the Initial Decision Maker, if other than the Architect;
- .9 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;
- .10 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .11 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions through Design Development (architect is to be compensated for substitutions after the DD phase) included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may 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 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. Owner shall compensate the Architect if notice for additional services is approved

- .1 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation. As a course of business, the Architect is to first reject requests for information not prepared in accordance with the Contract Documents;
- .2 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, if not related to errors, omissions, inconsistent or ambiguities in the Contract Documents;
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker
- .4 Evaluating substitutions proposed by the Owner are anticipated in the scope of services. Significant redesign as a result of the substitution requests will be evaluated as an additional service.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Weekly () visits to the site by the Architect during construction
- .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

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.4 Two (2) 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.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eleven (11) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 Where necessary for the Architect's performance of the Services, 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 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 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.

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

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

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

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

§ 5.11 Upon the Architect's request and the Owner's concurrence, 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

Failure of the Owner to provide notice to the Architect shall not excuse the Architect from its obligations under this Agreement, nor shall it amount to a waiver of any claims against the Architect for any errors, omissions or inconsistencies in the Architect's Instruments of Service.

Nothing in this Agreement shall operate to relieve the Architect of liability for negligent errors or omissions in the performance of services within the scope of this Agreement by the Architect or its consultants or subcontractors. The Architect shall be responsible for the quality, technical accuracy, timely completion, and coordination of instruments of service furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise the instruments of service.

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation

of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the 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.

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the 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.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by 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, 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. After incorporation of modification under Section 6.6., the Architect shall make any required revisions to contract documents necessitated by the Construction Manager's subsequent cost estimate and the Guaranteed Maximum Price Proposal that exceed the owners budget

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. This license shall survive any termination of this Agreement, including a termination for cause or for convenience. This license shall also apply notwithstanding any dispute between the Architect and the Owner, including disputes regarding payment of sums due, The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner shall also have the right to deliver copies of the Instruments of Service to any governmental authority and to Owner's successors with respect to the Project.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect, except that the Owner may, without prior written consent by Architect, assign its license to any related entity or to its construction lender for the Project, if any. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 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. 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 rights of the Owner.

§ 7.7 If this Contract is terminated for cause or convenience after payment to the Architect of amounts due under this Contract, the Architect shall promptly deliver to the Owner a complete set of prints and electronic copies of the Instruments of Service, as completed through the date of termination.

§ 7.8 Upon final completion of construction and before final payment, the Architect shall review on behalf of the Owner a revised set of prints and electronic copies of the drawings and specifications showing "as-built" conditions, including Change Orders and other modifications prepared by the Construction Manager.

§ 7.9 Any set of electronic copies of drawings or specifications the Architect is required to deliver pursuant to this Contract shall be in a format acceptable to Owner including but not limited to Revit, AutoCAD and pdf complete files.

§ 7.10 The Architect's promotional and professional materials shall not include the Owner's confidential or proprietary information.

§ 7.11 The Owner may use the Instruments of Service (including, without limitation, Instruments of Service prepared by the Architect and the Architect's consultants), for planning or renovations of and additions to the Project, and the Owner may permit qualified professionals to reproduce all or portions of the Instruments of Service (including the

init.

design embodied in those Instruments of Service) for incorporation into instruments of service to be prepared by such other qualified professionals for planning or renovations of or additions to the Project or other projects for the Owner if those professionals assume all responsibility for the resulting instruments of service.

§ 7.12 Deliverables will be furnished electronically, via e-mail or file-transfer website, in PDF or JPG and AutoCAD format, at the conclusion or termination..

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 8 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from 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 AIA Document A201–2017, General Conditions of the Contract for Construction. 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 INDEMNIFICATION. The Architect agrees to indemnify and hold harmless the City and its officers, insurers, employees and assigns from and against all claims, liability, damages, losses, and expenses, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, or other fault of the Architect, or any officer, employee, representative, or agent of Architect, or which arise out of a worker's compensation claim of any employee of Architect.

If Architect is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Architect's obligation to indemnify and hold harmless the City may be determined only after Architect's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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

§ 8.2 Dispute Resolution

§ 8.2.1 If the parties do not resolve a dispute through good faith negotiations the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Init.

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.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner provides 30 days notice prior to suspending the Project for less than 60 cumulative days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed within 60 cumulative days, the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for completed services performed prior to termination and Reimbursable Expenses incurred prior to termination.

§ 9.7

(Paragraphs deleted)

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

§ 9.8 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.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Architect expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. It is the intent of the parties that there are no intended third-party beneficiaries to this Agreement.

§ 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. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 With the Owner's written approval, which shall not unreasonably be withheld, 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. In no case shall, the Architect's materials include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8

The Architect shall consider all Project-specific information related to Owner's budget, construction cost and other items specifically identified by Owner as "confidential" to be confidential. Architect agrees to keep confidential and not to disclose to any person or entity, other than the Architect's employees, subconsultants, the Construction Manager and subcontractors, and governing agencies with jurisdiction over the Project, any such data or information not previously known to and generated by the Architect or furnished to the Architect by the Owner specific to this Project. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Architect from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Architect to defend itself from any legal action or claim. This Section 10.8 shall survive the termination of this Agreement.

(Paragraph deleted)

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

§ 10.10 **Force Majeure.** Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

§ 10.12 **ILLEGAL ALIENS** The Architect shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Architect shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Architect certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and that the Architect will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Architect is prohibited from using the e-verify program to undertake pre-employment

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screening of job applicants while this Agreement is being performed. If the Architect obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Architect shall be required to notify the subcontractor and the City within three (3) days that the Architect has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Architect shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Architect shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Architect is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Architect violates this provision, the City may terminate this Agreement, and the Architect may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.

§ 10.14 Key Notices under this Contract are notices regarding any Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses.

OWNER:
City of Castle Pines
ATTN: Michael Penny
360 Village Square Lane, Suite B
Castle Pines, CO 80108
Email: Michael.Penny@castlepinesco.gov

HB&A LLC
ATTN: Amy Umiamaka
102 E Moreno Ave
Colorado Springs, CO 80903
Email: amy.umiamaka@hbaa.com

Architect:

All Key Notices to the Owner shall include a reference to the Contract including the Architect's name and the date of the Contract. (b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

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)

\$200,930.00 Per Exhibit A – Fee Summary

(Paragraphs deleted)

\$10,000.00 Alternate for Close Out: Project Record Documents: Generate As-Built in Revit format and PDF is pending

(Paragraphs deleted)

Reimbursable Expenses in the anticipated amount of \$12,866.00

(Paragraphs deleted)

§ 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.)

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

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Additional services shall exclude markup

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

Schematic Design Phase	ten	percent (10	%)
Design Development Phase	thirty	percent (30	%)
Construction Documents Phase	twenty-five	percent (25	%)
GMP Bidding/Permitting	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
Close-Out	five	percent (5	%)
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Rates are for reference as project is lump sum

Employee or Category	Rate (\$0.00)
Senior Project Principal	\$190.00
Associate Principal	\$NA
Senior Project Manager	\$190.00
Project Manager	\$NA
Director of Construction Administration	\$NA

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User Notes:

(1212835657)

Construction Administrator	\$NA
Senior Project Architect	\$190.00
Project Architect	\$120.00
Architect	\$120.00
Architectural Design Professional (Intern)	\$80.00
Technical	\$NA
Interior Architect	\$80.00
Senior Interior Designer	\$NA
Interior Designer.	\$NA
Medical Planner	\$NA
Sustainable Design Specialist	\$NA
Systems/Information Technology Manager	\$NA
Clerical	\$70.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets dedicated to the sole use of the project;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

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;

- .7 Site office expenses.

§ 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.

§ 11.9 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.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % over prime per annum

§ 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.

§ 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 the time of invoicing.

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.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2

(Paragraphs deleted)

A201–2017™, General Conditions of the Contract

.3 Exhibit A – Fee Summary

.4 Exhibit B – Initial Owner Program

(Paragraphs deleted)

.5 Exhibit C - Initial Schedule

.4 Other documents:

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

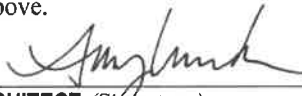
Exhibit A: Fee Summary including allowances

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

OWNER (Signature)

Michael Penny City Manager

(Printed name and title)



ARCHITECT (Signature)

Amy Umiamaka Principal

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

Additions and Deletions Report for AIA® Document B133™ – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:09:40 ET on 06/13/2020.

PAGE 1

AGREEMENT made as of the 23 day of June in the year 2020

...

City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108
303-705-0200

...

HB&A LLC, a Colorado limited liability company
102 E Moreno Ave
Colorado Springs, CO 80903
T: (719) 473-7063

...

Castle Pines City Hall
Project Description: The intent of the City is to construct a City Hall facility that will meet the current and future needs of the municipal government and its ability to provide community services. The project is anticipated to be approximately 13,000 SF. ("Project").

...

Fransen Pittman General Contractors
9563 S. Kingston Court, Suite 200
Englewood, CO 80112
T: 303-783-3900

PAGE 2

The Project Program is defined in the Initial Program Document which is attached as Exhibit B . Exhibit will be revisited and confirmed as part of the scope of services

...

The Project is to be constructed on a portion of a parcel of the property that is approximately ten (10)-acres, located at the southwest corner of Lagae Road and Castle Pines Parkway, commonly known as the Lagae Family parcel ("Property"). The property is bordered on the west by residential units and on the south by a church property and Elk Ridge Park

...

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User Notes:

(1212835657)

Preliminary construction estimates for this Project range between \$4,000,000 and \$5,500,000 with a total Project budget to be determined by the City

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~~.1 — Design phase milestone dates, if any:~~

~~.2 — Construction commencement date:~~

~~.3 — Substantial Completion date or dates:~~

~~.4 — Other milestone dates:~~

Refer to Exhibit C – Preliminary Schedule

...

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.

...

None anticipated at this time

...

No defined measurable criteria including LEED, Green Globes or other rating systems are anticipated.

~~§ 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.~~

...

Michael Penny
City Manager
City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108
T: 303-705-0200
E: Michael.penny@castlepinesco.gov

...

Paul Wember
Owner's Representative
Wember, Inc.
7525 South Jasmine Court
Centennial, CO 80112
T: 303-378-41330
E: Pwember@wemberinc.com

...

~~(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)~~

~~Fransen Pittman General Contractors
9563 S. Kingston Court, Suite 200
Englewood, CO 80112
303-783-3900~~

~~.2 Cost Consultant (if in addition to the Construction Manager):~~

~~*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*~~

~~N/A~~

PAGE 4

~~.2 — .3 Land Surveyor:~~

...

~~.3 — .4 Geotechnical Engineer:~~

...

~~.4 Civil Engineer:~~

...

~~.5 — .6 Other consultants and contractors:~~

...

~~Material Testing & Inspections will be by Owner.~~

...

Amy Umiamaka
Principal
HB&A
102 E. Moreno Ave.
Colorado Springs, CO 80903
T: 719-473-7063
E: amy.umiamaka@hbaa.com

PAGE 5

As identified by Team after schematic design. Team member will be incorporated via Addendum

...

As identified by Team after schematic design. Team member will be incorporated via Addendum

...

As identified by Team after schematic design. Team member will be incorporated via Addendum

4 Civil Engineer:

As identified by Team after schematic design. Team member will be incorporated via Addendum

...

NA

...

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information compensation as an approved additional service.

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

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

...

§ 2.4 ~~The Architect shall identify a representative authorized identifies Amy Umiyamaka as the authorized representative to act on behalf of the Architect with respect to the 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. procure and maintain in effect during the term of this Agreement the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of Colorado and rated A- or better by the current edition of A.M. Best's Key Rating Guide or otherwise approved by the Owner.~~

- a. Professional Liability Errors and Omissions Insurance with limits of not less than \$2,000,000 per claim and not less than \$2,000,000 aggregate. The Architect shall maintain this coverage in effect during the term of this Agreement and for eight (8) years after the Date of substantial completion of the Project. The Architect shall not have a self-insured retention (as opposed to a deductible). Upon the Owner's request, the Architect shall give prompt written notice to the Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement; and
- b. Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements and must also contain Broad Form All States and Voluntary Compensation Endorsements, and have Employers Liability limits not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease endorsed with a waiver of subrogation in favor of the Owner; and must also be endorsed to be primary and non-contributory; and
- c. Commercial Automobile Liability Insurance coverage for any and all non-owned, leased or hired vehicles with combined single limits of at least \$2,000,000 per accident for bodily injury and property damage; and
- d. Commercial General Liability Insurance consisting of a broad form Commercial General Liability Insurance Policy including, without limitation, appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Personal/Advertising Injury Liability, Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than two (2) years following the date of final payment for all Services provided under this Agreement, if insurance is available and affordable. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage as well as personal-advertising injury, and it shall have an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability. The policy must be endorsed to name the Owner as additional insureds, (ISO form CG 2010 in which sole negligence of the additional insured is not excluded) in favor of the Owner, and must also be endorsed to be primary and non-contributory.
- e. The specified limits of insurance may be satisfied by any combination of primary or excess/umbrella liability insurance policies.

~~§ 2.6.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. The Architect agrees to require its subconsultants to comply with the insurance provisions required of the Architect pursuant to this Agreement; provided, however, the Architect and the Owner may mutually agree to modify these requirements for subconsultants whose work is of a relatively small scope. The Architect agrees that it will contractually obligate its subconsultants to promptly advise the Architect of any changes or lapses of the requisite insurance coverages and the Architect agrees to promptly advise the Owner of any such notices that the Architect receives from its subconsultants. The Architect assumes all responsibility for monitoring subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project~~

~~§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability~~

~~insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~ shall not make changes in or allow the required insurance coverages to lapse without prior written notice to the Owner. All policies for insurance must be endorsed to contain a provision giving the Owner a thirty (30) day prior written notice by certified mail of any cancellation of that policy. At the inception of the Agreement and prior to commencing any services, the Architect must provide certificates of insurance evidencing the required coverages. Policy renewal dates should be noted and new certificates must be provided with the requirements noted above throughout the entire term of the Agreement or maintained for a period of two (2) years after final completion of the Services. Any losses within the deductible or self-insured retention amounts provided for under the above policies shall be borne by the Architect or its subconsultants.

~~Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should the Architect fail to provide and maintain the insurance as set forth herein, the Owner shall have the right, but not the obligation, to pay such premium to the insurance company and to deduct such payment from any sums that may be due or become due to the Architect, or to seek reimbursement for said payments from the Architect. Any sums paid by the Owner shall be due and payable immediately by the Architect upon notice from the Owner. Receipt and review by the Owner of any copies of insurance policies and endorsements, or insurance certificates, shall not relieve the Architect of its obligation to comply with the insurance provisions of the Agreement. The Architect must also submit copies of all required endorsement to their policies when submitting the certificate(s) of insurance to the Owner~~

~~§ 2.6.4 Workers' Compensation at statutory limits.~~ Failure to obtain and maintain the required insurance shall constitute a breach of the Agreement and the Architect will be liable for any and all costs, liabilities, damages and penalties (including attorney fees, court costs and settlement expenses) resulting to the Owner from such breach. Failure of the Architect to provide insurance as required or failure of the Owner to notify the Architect of any breach by the Architect of the requirements shall not be deemed to be a waiver by the Owner of any of the terms and conditions. The obligation to procure and maintain insurance required is a separate responsibility of the Architect and independent of the duty to furnish a copy or certificate of such insurance policies

~~§ 2.6.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

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

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

~~§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.~~

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~~§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend and document Project meetings, communicate with members of the Project team, and report progress to provide written progress reports to the Owner and their representatives at intervals aligned with invoicing requested by the Owner.~~

~~§ 3.1.2 The Architect shall coordinate its services with sub consultants and those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the~~

Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with applicable design requirements imposed by those authorities and entities.

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

§ 3.1.9 In performing the services hereunder, the Architect shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Architect shall also comply with all applicable ordinances, regulations, and resolutions of the City.

§ 3.2

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

§ 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,~~ proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section ~~4.2.1.14, 4.2.1.11,~~ the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price ~~Amendment or Control Estimate.~~ Amendment.

...

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

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§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 ~~In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.~~ The Architect shall review and evaluate the Construction Manager's estimate of the Cost of the Work and provide its assessment of the Cost of the Work to the Owner and Construction Manager. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

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

...

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

...

§ 3.4.4 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

§ 3.5.1 Based on the Owner's written 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 shall provide and assist the Owner and the Construction Manager in filing such Drawings, Specifications and other documents required or appropriate for the approval of governmental authorities having jurisdiction over the Project and for the issuance of building permits. The Architect shall prepare the Drawings, Specifications and other documents in accordance with all applicable codes and building department interpretation. Basic Services shall include all re-design and re-engineering services within the Architect's scope of work required to obtain all governmental approvals for the Project, including without limitation, all such services required of the Architect's consultants.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of develop (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.

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

§ 3.5.6 The Architect shall review and evaluate the updated estimate of the Cost of the Work prepared by the Construction Manager and provide its assessment of the Cost of the Work to the Owner. Architect is not responsible for cost estimating or errors and omissions in the estimate, architect will only provide a cursory assessment of the estimate.

...

§ 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,~~ 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.

- (a) § 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. The Architect shall, without additional compensation, correct or revise any Architects errors, omissions in the Construction Documents or in its work.

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§ 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, (1) to become generally familiar with the progress and quality of the portion of the Work completed, and to completed (2) 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect does not reject Work that it knows to be non-conforming Work, and if in the Architect's professional opinion the non-conformance may cause a substantial deviation from the design intent or level of quality required by the Contract Documents, then the Architect advise the owner and document in writing to the Contractor. 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 Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, ~~(2)~~(1) reviewed construction means, methods, techniques, sequences or procedures, ~~(3)~~(2) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or ~~(4)~~(3) 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~~Payment to be made available to the Owner upon request.

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§ 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, seven~~ (7) days of receipt. 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. Architect acknowledges that the team, including the Architect, will work through an online project management system for this project. The system is anticipated as Owner Insite.

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§ 3.6.6.2 The Architect's ~~inspections in field reviews~~ 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 and~~ (2) Architect and their consultants shall complete a final inspection log and generate a "Punch List" that will be included in the letter of substantial completion. These issues will be tracked using collaborative software to closure by the design team and issued to the Construction Manager.

...

~~ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES~~
ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

...

Supplemental Services	Responsibility <i>(Architect, Owner, not provided, or not provided/applicable)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Not applicable</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not applicable</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect – By Addendum</u>
§ 4.1.1.10 Landscape design	<u>Architect – By Addendum</u>
§ 4.1.1.11 Standard Form of Architect's Services: Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services (B252-2019)	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis (B204-2007)	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Construction Manager</u>
§ 4.1.1.14 On-site project representation (B207-2007)	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Construction Manager</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Architect – 11 Month Warranty Walk</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination Coordination of the Owner's consultants	<u>Owner</u>
§ 4.1.1.22 Telecommunications/data design	<u>Architect – Infrastructure Only (consultant by addendum)</u>
§ 4.1.1.23 Security evaluation and planning (B206-2007)	<u>Not Provided</u>
§ 4.1.1.24 Commissioning (B211-2007)	<u>Not Provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation (B205-2007)	<u>Not applicable</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design (B253-2007)	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental-Optional Services	<u>Not Provided</u>
§ 4.1.1.29 Extensive environmentally responsible design	<u>Not Provided</u>
§ 4.1.1.30 LEED certification (B214-2012)	<u>Not Provided</u>

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User Notes:

(1212835657)

Supplemental Services	Responsibility <i>(Architect, Owner, not provided, or not provided) applicable)</i>
§ 4.1.1.31 AV/IT Services	Architect – By Addendum as needed
Acoustical Engineering	Architect – By Addendum as needed
Envelope Consultant	Architect – By Addendum as needed

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 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.)

§ 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.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested .

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6; 1.1.6 that necessitate major revisions in the Instruments of Service, except where necessitated by the errors or omissions of the Architect;
- .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 proposal 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;

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- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, after the submittal of permit, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of

- the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- ~~.5~~ Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - ~~.6~~ Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - ~~.7~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager; contractors but only if the failure or delay continues after the Architect provides seven (7) days advance written notice of the need for prompt action;
 - ~~.8~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
 - ~~.9~~ .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; thereto, and except where the proceeding involves issues concerning problems (actual or alleged) caused by errors or omissions of the Architect;
 - ~~.10~~ .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - ~~.11~~ .8 Assistance to the Initial Decision Maker, if other than the Architect;
 - ~~.12~~ .9 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - ~~.13~~ .10 Services necessitated by the Owner's delay in engaging the Construction Manager;
 - ~~.14~~ .11 Making revisions to the Drawings, Specifications, and other documents resulting from agreed upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - ~~.15~~ .12 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions through Design Development (architect is to be compensated for substitutions after the DD phase) included in the Guaranteed Maximum Price Amendment or Control Estimate. Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall ~~may~~ 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 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.~~ Owner shall compensate the Architect if notice for additional services is approved

- ~~.1~~ .1 ~~Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2~~ .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or ~~documentation;~~ documentation. As a course of business, the Architect is to first reject requests for information not prepared in accordance with the Contract Documents;
- ~~.3~~ .2 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; Service, if not related to errors, omissions, inconsistent or ambiguities in the Contract Documents;
- ~~.4~~ .3 Evaluating an extensive number of Claims as the Initial Decision Maker, or ~~Maker~~
- ~~.5~~ .4 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom are anticipated in the scope of services. Significant redesign as a result of the substitution requests will be evaluated as an additional service.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion
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§ 4.2.5 If the services covered by this Agreement have not been completed within Eleven (11) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.5 ~~The-Where necessary for the Architect's performance of the Services, 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 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.

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

§ 5.10 ~~The-Upon the Architect's request and the Owner's concurrence,~~ the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 ~~The-Upon the Architect's request and the Owner's concurrence,~~ 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

Failure of the Owner to provide notice to the Architect shall not excuse the Architect from its obligations under this Agreement, nor shall it amount to a waiver of any claims against the Architect for any errors, omissions or inconsistencies in the Architect's Instruments of Service.

Nothing in this Agreement shall operate to relieve the Architect of liability for negligent errors or omissions in the performance of services within the scope of this Agreement by the Architect or its consultants or subcontractors. The Architect shall be responsible for the quality, technical accuracy, timely completion, and coordination of instruments of service furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise the instruments of service.

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

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by 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, 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. After incorporation of modification under Section 6.6., the Architect shall make any required revisions to contract documents necessitated by the Construction Manager's subsequent cost estimate and the Guaranteed Maximum Price Proposal that exceed the owners budget

ARTICLE 7 — COPYRIGHTS AND LICENSES

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~~Project

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

...

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ~~Architect~~Architect, except that the Owner may, without prior written consent by Architect, assign its license to any related entity or to its construction lender for the Project, if any. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

§ 7.6 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. 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 rights of the Owner.

§ 7.7 If this Contract is terminated for cause or convenience after payment to the Architect of amounts due under this Contract, the Architect shall promptly deliver to the Owner a complete set of prints and electronic copies of the Instruments of Service, as completed through the date of termination.

§ 7.8 Upon final completion of construction and before final payment, the Architect shall review on behalf of the Owner a revised set of prints and electronic copies of the drawings and specifications showing "as-built" conditions, including Change Orders and other modifications prepared by the Construction Manager.

§ 7.9 Any set of electronic copies of drawings or specifications the Architect is required to deliver pursuant

to this Contract shall be in a format acceptable to Owner including but not limited to Revit, AutoCAD and pdf complete files.

§ 7.10 The Architect's promotional and professional materials shall not include the Owner's confidential or proprietary information.

§ 7.11 The Owner may use the Instruments of Service (including, without limitation, Instruments of Service prepared by the Architect and the Architect's consultants), for planning or renovations of and additions to the Project, and the Owner may permit qualified professionals to reproduce all or portions of the Instruments of Service (including the design embodied in those Instruments of Service) for incorporation into instruments of service to be prepared by such other qualified professionals for planning or renovations of or additions to the Project or other projects for the Owner if those professionals assume all responsibility for the resulting instruments of service.

§ 7.12 Deliverables will be furnished electronically, via e-mail or file-transfer website, in PDF or JPG and AutoCAD format, at the conclusion or termination..

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§ 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 ~~10-8~~ years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from 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 AIA Document A201-2017, General Conditions of the Contract for Construction. 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 INDEMNIFICATION. The Architect agrees to indemnify and hold harmless the City and its officers, insurers, employees and assigns from and against all claims, liability, damages, losses, and expenses, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, or other fault of the Architect, or any officer, employee, representative, or agent of Architect, or which arise out of a worker's compensation claim of any employee of Architect.

If Architect is providing architectural, engineering, surveying or other design services under this Agreement, the extent of 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. harmless the City may be determined only after Architect's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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

§ 8.2 Mediation

§ 8.2 Dispute Resolution

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. If the parties do not resolve a dispute through good faith negotiations the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

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

§ 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

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

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

~~§ 9.2 If the Owner suspends the Project, provides 30 days notice prior to suspending the Project for less than 60 cumulative 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 resumed within 60 cumulative days, the time schedules may be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90-60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

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

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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, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements-completed services performed prior to termination and Reimbursable Expenses incurred prior to termination.~~

~~§ 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:~~

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

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

~~§ 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.~~

~~§ 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 deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Architect expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal~~

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~~§ 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. It is the intent of the parties that there are no intended third-party beneficiaries to this Agreement.~~

~~§ 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. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.~~

~~§ 10.7 The With the Owner's written approval, which shall not unreasonably be withheld, 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, In no case shall 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 information.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

~~The Architect shall consider all Project-specific information related to Owner's budget, construction cost and other items specifically identified by Owner as "confidential" to be confidential. Architect agrees to keep confidential and not to disclose to any person or entity, other than the Architect's employees, subconsultants, the Construction Manager and subcontractors, and governing agencies with jurisdiction over the Project, any such data or information not previously known to and generated by the Architect or furnished to the Architect by the Owner specific to this Project. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Architect from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Architect to defend itself from any legal action or claim. This Section 10.8 shall survive the termination of this Agreement.~~

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

~~§ 10.10 Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.~~

~~§ 10.12 ILLEGAL ALIENS The Architect shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Architect shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Architect certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and that the Architect will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Architect is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Architect obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Architect shall be required to notify the subcontractor and the City within three (3) days that the Architect has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Architect shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Architect shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Architect is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Architect violates this provision, the City may terminate this Agreement, and the Architect may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.~~

~~§ 10.14 Key Notices under this Contract are notices regarding any Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed~~

electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses.

OWNER:

City of Castle Pines
ATTN: Michael Penny
360 Village Square Lane, Suite B
Castle Pines, CO 80108
Email: Michael.Penny@castlepinesco.gov

Architect:

HB&A LLC
ATTN: Amy Umiamaka
102 E Moreno Ave
Colorado Springs, CO 80903
Email: amy.umiamaka@hbaa.com

All Key Notices to the Owner shall include a reference to the Contract including the Architect's name and the date of the Contract. (b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

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\$200,930.00 Per Exhibit A – Fee Summary

.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. \$10,000.00 Alternate for Close Out: Project Record Documents: Generate As-Built in Revit format and PDF is pending

.3 — Other
— (Describe the method of compensation)

Reimbursable Expenses in the anticipated amount of \$12,866.00

~~§ 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.)

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Additional services shall exclude markup

...

<u>Schematic Design Phase</u>	<u>ten</u>	<u>percent</u>	<u>(</u>	<u>10</u>	<u>)</u>	<u>%</u>
<u>Design Development Phase</u>	<u>thirty</u>	<u>percent</u>	<u>(</u>	<u>30</u>	<u>)</u>	<u>%</u>
<u>Construction Documents Phase</u>	<u>twenty-five</u>	<u>percent</u>	<u>(</u>	<u>25</u>	<u>)</u>	<u>%</u>
<u>GMP Bidding/Permitting</u>	<u>five</u>	<u>percent</u>	<u>(</u>	<u>5</u>	<u>)</u>	<u>%</u>
<u>Construction Phase</u>	<u>twenty-five</u>	<u>percent</u>	<u>(</u>	<u>25</u>	<u>)</u>	<u>%</u>
<u>Close-Out</u>	<u>five</u>	<u>percent</u>	<u>(</u>	<u>5</u>	<u>)</u>	<u>%</u>

...

~~§ 11.7~~ The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

...

Rates are for reference as project is lump sum

...

<u>Senior Project Principal</u>	<u>\$190.00</u>
<u>Associate Principal</u>	<u>\$NA</u>
<u>Senior Project Manager</u>	<u>\$190.00</u>
<u>Project Manager</u>	<u>\$NA</u>
<u>Director of Construction Administration</u>	<u>\$NA</u>
<u>Construction Administrator</u>	<u>\$NA</u>
<u>Senior Project Architect</u>	<u>\$190.00</u>
<u>Project Architect</u>	<u>\$120.00</u>
<u>Architect</u>	<u>\$120.00</u>
<u>Architectural Design Professional (Intern)</u>	<u>\$80.00</u>
<u>Technical</u>	<u>\$NA</u>
<u>Interior Architect</u>	<u>\$80.00</u>
<u>Senior Interior Designer</u>	<u>\$NA</u>
<u>Interior Designer</u>	<u>\$NA</u>
<u>Medical Planner</u>	<u>\$NA</u>
<u>Sustainable Design Specialist</u>	<u>\$NA</u>
<u>Systems/Information Technology Manager</u>	<u>\$NA</u>
<u>Clerical</u>	<u>\$70.00</u>

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- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and ~~extranets~~; ~~extranets~~ dedicated to the sole use of the project;

...

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures.~~ .7 Site office expenses.

§ 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.

...

NA

...

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 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 forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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1.5 % over prime per annum

...

§ 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~~ the time of invoicing.

...

- ~~.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.)~~

A201-2017™, General Conditions of the Contract

- ~~.3 Exhibits: Exhibit A – Fee Summary
 (Check the appropriate box for any exhibits incorporated into this Agreement.)~~ .4 Exhibit B – Initial Owner Program

~~[]~~ 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.)~~

~~[]~~ Other Exhibits incorporated into this Agreement: 5 Exhibit C - Initial Schedule
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of
services identified as exhibits in Section 4.1.2.)

...

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

Exhibit A: Fee Summary including allowances

...

Michael Penny City Manager

Amy Umiamaka Principal



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amy Umiamaka, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:09:40 ET on 06/13/2020 under Order No. 5589502234 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

6/15/2020

(Dated)

EXHIBIT A - FEE PROPOSAL FORM										
Submitting Firm:		HB&A								
Description	Amount	Unit	Start	End	Notes					
1 Proposed Construction Value	\$ 5,250,000				Not including design services or commissioning					
2 Design Services (Green Cells Below)	\$ 200,000				Fixed Fee, Design Fee Only					
3 Alternate Services (Blue Cells Below)	\$ 10,000									
4 Design Services (Painting, Insurance, Additional Items)	\$ 12,956									
9 Construction Completion Time/Anticipated Schedule (in months—decimals are ok)	10.00	mos.			Owner has identified a duration of 10 months for evaluation of General Conditions and project approach. If project durations change General Conditions will be modified using proposed approach as a baseline.					
SCOPE COORDINATION MATRIX										
A	B	C	D	E	F	G	H	I	K	
	Preconstruction	OH&P	General Contractor General Con.	Amount	Fee "x" if allowance	Architect is Lead			Comments	
A. DESIGN SERVICES										
1 Design Charrette				\$10,880		X			Concept Design, Site Design, and as required for finalizing Schematic Design and moving through Design Development	
2 A/V, Telephone, Paging Design				\$21,000					Locations and Infrastructure by Design Team	
3 IT/Data, Network, Cable Design				\$9,500					Locations and Infrastructure by Design Team	
4 Programming				\$11,750		X			Existing proposal exists, process to be used only as a starting point, validation required	
5 Storm Water Management Plan		x				X				
6 Drainage Plan, Submittals to agencies as required						X				
7 Utility Coordination		x				X				
8 Coordination with Fire Department						X				
9 Site Evaluation and Planning		x				X			Laydown & Materials Storage	
10 Flow Tests with Fire Department		x				X				
11 Architectural Design				\$129,000		X				
12 Civil Engineer Design						X			To be selected by team	
13 Landscape Architect/Irrigation Design						X			To be selected by team	
14 Structural Engineer Design						X			To be selected by team	
15 Mechanical Engineer Design						X			To be selected by team	
16 Electrical Engineer Design						X			To be selected by team	
17 Lighting Engineer Design						X			To be selected by team	
18 Plumbing Engineer Design						X			To be selected by team	
19 Fire Suppression Design						X			To be selected by team	
20 3D Renderings and Animations				\$7,800		X			As required to communicate design, not for marketing	
21 Acoustical Consultant									To be determined	
22 Cost Estimating Consultant		x							Generated by GC, verification by Design Team	
23 Furniture Design Consultant (B253™-2007)				\$12,000		X			Owner desires inclusive design option	
24 Interior Design (B252™-2007)				Included in line 11		X			Owner desires inclusive design option	
25 Signage Design				Included in line 11		X			Exterior Signage, Monumental Sign, Building Signage and interior graphics. Owner desires a cohesive interior design package	
26 Specifications Consultant		x				X			By Design Team, GC to Review	
27 Traffic Consultant									To be determined	
28 Coordination with Owner's Consultants		x				X			Not Anticipated	
29 Prepare and Present at Public Sessions and Board Meetings						X			Not Anticipated	
30 Commissioning (B211™-2007)									To be determined	
31 LEED Certification (B214™-2007)									Not anticipated	
32 LEED Energy Modeling									not anticipated	
33 LEED Registration and Documentation									not anticipated	
34 Environmental Surveys & Abatement									not anticipated	
35 Security Evaluation and Planning (B206™-2007)		x							To be selected by team	
36 PV Panel Design									not anticipated	
37 Lighting Protection Design									Not anticipated. To be evaluated	
38 Kitchen/ Food Service Consultant									Not anticipated	
39 Historic Preservation (B205™-2007)									NA	
40 Surveys (Flow, ALTA, TOPO)									By Owner	
41 Code Analysis						X			Existing conditions to meet current codes and ADA guidelines	
42 Zoning Analysis						X			Design to meet current zoning guidelines	
43 Steel Stud Framing Design and Engineering						X			As needed	
44 Prepare and Issue Meeting Minutes						X			By Design Meetings	
45 Prepare documents for power application with electrical utility and submit key information as required.						X			By Architect and electrical consultant	
46 Prepare bid packages for phasing of construction		x				X			Phasing Not Anticipated	
47 Generate bid alternates		x				X				
48 Prepare Comcheck submittal as required		x				X			Electrical to provide, Architect to coordinate	
49 Rezoning process									Not anticipated	
50 Prepare a submittal log for the contractor to follow based on specifications		x				X			Prepared by GC and thoroughly reviewed by Architect and Design team and owner	
51 Documentation of owner existing Furniture Fixtures and Equipment									NA	
52 Assist in grant writing by providing key information to Owner									not anticipated	
53 Submit applications as required for City Planning or Zoning Approval Processes		x				X				
54 Prepare bid packages, chair pre-bid meeting, log results		x				X			Design Team to assist General Contractor with this effort	
55 Prepare response to bidders questions, issue addendums		x				X			Design Team to assist General Contractor with this effort	
56 Construction: Observation and Field Reports						X			Architect and Consultants. Architect will be on site minimum once a week with report.	
57 Construction: Review material inspection reports and advise if corrections are required		x				X				
58 Construction: Review and make recommendations related to shop drawings		x				X				
59 Close Out: Project Record Documents: Generate As-Builts in paper format including ASI, RFI's and install locations.		x				X				
60 Close Out: Project Record Documents: Review contractors posted sets during and after construction completion		x				X				
61 Close Out: Project Record Documents: Generate As-Builts in Revit or Autocad format and PDF				\$10,000		X			Alternate. Owner is considering this option. Fee to include coordination of consultants.	
62 Close Out: Generate punch list and maintain the punch list database document until all of the punch list work is complete		x							Bluebeam or approved equal	
63 Close Out: Prepare letter of substantial completion						X				
64 Close Out: Assist Owner on resolution of warranty items						X				
65 Close Out: Attend 11 month walk throughs of facility						X				
B. PROCUREMENT										
1 A/V, Telephone, Paging Design									By team	
2 IT/Data, Network, Cable Design									By team	
3 Programming Consultant									By Owner, Architect Scope	
4 Landscape Architect/Irrigation Design									By Team	
5 Architectural Firm									By Owner	
6 Civil Engineer									By Team	
7 Structural Engineer									By Team	
8 Mechanical Engineer									By Team	
9 Electrical Engineer									By Team	
10 Lighting Engineer/Designer									By Team	
11 Plumbing Engineer									By Team	
12 Acoustical Consultant									TBD	
13 Cost Estimating Consultant									Not Required	
14 Furniture Design Consultant									By Owner, Architect Scope	
15 Interior Design Consultant									By Owner, Architect Scope	
16 Signage Design Consultant									By Owner, Architect Scope	
17 Specifications Consultant									By Owner, Architect Scope	
18 Traffic Consultant									TBD	

SCOPE COORDINATION MATRIX										
A	B	C	D	E	F	G	H	I	K	
	DC Preconstruction	DC O&M	General Contractor General Const.	Amount	"As-Of" Allowance*	Architect & Lead				Comments
7	Project Progress Photographs		X							With observation reports
8	Field Reports		X							
9	Warranty Inspections Coordination		X							
10	Air & Water Balancing		X							
11	Operator On-Site Training		X							
12	Prepare Operation and Maintenance Manuals		X							
13	Review Operation and Maintenance Manuals		X							
14	Attend 11 month walk through of facility and assist on closing out warranty items		X							
15	Drug Testing & Screening (Field Personnel)		X							
16	Attend punch list walk throughs, prepare punch list, track items through completion		X							General Contractor to capture all items identified on punch list walk using bluebeam software or approved equivalent. Architect to attend all punch lists and ensure consultants are using the same format as directed by the owner
K. TEMPORARY FACILITIES				\$0						
1	Temporary Field Office Facility		X							
2	Field Office Furniture & Equipment		X							
3	Field Office Copier(s)		X							
4	Field Office Fax Machine(s)		X							
5	Field Office Computer(s) & Software		X							
6	Field Office Supplies		X							
7	GC's Storage Trailers / Sheds		X							
8	Field Office Equipment Maintenance & Repairs		X							
9	Architect / Engineer Temporary Office		X							
10	Project Sign		X							
11	Directional / Warning Signs		X							
12	Bulletin Boards		X							
13	Potable Drinking Water / Ice / Cups		X							
14	Temporary Toilets / Sanitary Sewer		X							
15	Temporary Construction Fencing		X							
16	Barricades		X							
17	Covered Walkways		X							
18	Safety Equipment		X							
19	First Aid Station & Supplies		X							
20	Handrails / Toe Boards / Opening Protection		X							
21	Safety Nets		X							
22	Temporary Stairs		X							
23	Fire Extinguishers		X							
24	Flagman / Traffic Control		X							
25	Job Hauling Charges		X							
26	Site Security		X							
L. TEMPORARY UTILITIES				\$0						
1	Temp Telephone Install Equipment & Monthly Fee		X							
2	Telephone Expense (Long Distance Charges)		X							
3	Telephone Expense (Internet Charges)		X							
4	Cellular Phone Charges		X							
5	2-Way Radio Equipment		X							
6	Temporary Electrical Service / Distribution		X							
7	Temporary Electrical Wiring & Lighting		X							
8	Light bulbs & Temp Electrical Maintenance		X							
9	Electrical Power Consumption Expense		X							
10	Temporary Water Service / Distribution		X							
11	Temporary Water Consumption Expense		X							
12	Temporary Gas Service / Distribution		X							
13	Temporary Gas Service Consumption Expense		X							
14	Temporary Field Office Heating Energy Cost		X							
15	Temporary Heating Service (Permanent System)		X							
16	Permanent Heat System Filter Replacement		X							
17	Maintenance Cost (Permanent Heat System)		X							
M. CLEANUP				\$0						
1	Daily Clean-Up		X							
2	Final Clean-Up		X							
3	Final Glass Cleaning		X							
4	Debris Hauling/Removal		X							
5	Trash Chutes		X							
6	Trash Dumpsters		X							
7	Dump Permits & Fees		X							
8	Dust Control		X							
9	Street Cleaning		X							
N. WEATHER PROTECTION				\$0						
1	Remove Snow & Ice		X							
2	Temporary Enclosures (Buildings)		X							
3	Temporary Weather Protection for Sub Trades		X							
O. ON-SITE EQUIPMENT / HOISTING				\$0						
1	Automobile(s) & Fuel		X							
2	Hoisting Equipment & Fuel		X							
3	Material/Personnel Hoist(s)		X							
4	Crane & Hoist Operator(s)		X							
5	Small Tools (GC's Only)		X							
6	Rental Equipment		X							
7	Fuel for Rental Equipment		X							
P. LEED CERTIFICATION				\$0						
1	MR2.1 Const Waste Management, Salvage or Recycle 50%									
2	MR2.2 Const Waste Management, Salvage Additional 25%									
3	MR5.1 Local/Regional Materials, 20% Manufactured Locally									
4	MR5.2 Local/Regional Materials, 10% Harvested Locally									
5	IAQ3.1 Construction IAQ Management Plan, Const									
6	IAQ4.1 Low-Emitting Materials, Adhesives & Sealants									
7	IAQ4.2 Low-Emitting Materials, Paints									
8	IAQ4.3 Low-Emitting Materials, Carpet									
9	IAQ4.4 Low-Emitting Materials, Composite Wood									
Q. DOCUMENT REPRODUCTION / PRINTING				\$0						
1	Schematic Drawings & Specifications			\$1,500						
2	Design Document Drawings & Specifications			\$1,676						
3	Construction Drawings & Specifications			\$1,850						
4	Design Team: Mileage Reimbursables			\$3,190						
5	Subcontractor / Supplier Prequalification Forms		X							
6	Bidding Instructions		X							
7	General Contractor: Postage & Express Delivery Costs		X							
8	Design Team: Postage & Express Delivery Costs			\$150						
9	Subcontract & Supplier Contract Agreement Forms		X							
10	Design Team: Shop Drawing Reproduction			\$0						
11	General Contractor: Shop Drawing Reproduction		X							
12	Design Team: As-Built Documents (Mark-ups & Recording)			\$4,500						
13	General Contractor: As-Built Documents (Mark-ups & Recording)		X							

SCOPE COORDINATION MATRIX										
A	B	C	D	E	F	G	H	I	K	
				Amount	Place "X" if allowance architect is Lead					Comments
14	As-Built Documents (Printing)		X							
15	Maintenance Manuals (From Subs)		X							
16	Operation Manuals (From Subs)		X							
17	Estimating Forms	X								
18	Schedule Report Forms	X								
19	Accounting Forms	X								
20	Field Reporting Forms									
21	Cost Reporting Forms									
22	Special Forms	X								
H. INSURANCE & BONDS				\$0						
1	Design professional liability insurance			\$0						Input in Part A above
2	Builder's Risk Insurance									Input included in GC's in Part A
3	Builder's Risk Deductible		X							Input in Part A above
4	Special Insurance - O & E	X		\$0						Input in Part A above
5	General Liability Insurance			\$0						Input in Part A above
6	Umbrella Liability Insurance									Input in Part A above
7	Excess Liability Insurance									Input in Part A above
8	Completed Products Insurance									Input in Part A above
9	Professional Liability Insurance		X							Input included in GC's in Part A
10	Workman's Compensation Insurance (GC's Only)		X							Input included in GC's in Part A
11	FICA / Medicare Insurance (GC's Only)		X							Input included in GC's in Part A
12	Federal Unemployment Insurance (GC's Only)		X							Input included in GC's in Part A
13	State Unemployment Insurance (GC's Only)		X							Input included in GC's in Part A
14	Payment & Performance Bond		X							Input included in GC's in Part A
15	Subcontractor & Supplier Bonds		X							Input included in GC's in Part A
I. PERMITS & FEES				\$0						
1	Foundation Permit									
2	Superstructure Permit									
3	Building Permit (General)									
4	Mechanical Building Permit		X							
5	Electrical Building Permit		X							
6	Plan Check Fees									
7	Street Use Permit									
8	Curb & Gutter Permit									
9	Sidewalk Permit									
10	Street / Curb Design Charge									
11	Sign Permits									
12	Site Drainage / Erosion Control Permit		X							
13	Electrical Primary Construction Fee									
14	Water Service Construction Fee									
15	Gas Service Construction Fee									
16	Water Tap (Inspection) Fee									
17	Sanitary Tap (Inspection) Fee									
18	Storm Tap (Inspection) Fee									
19	Special Tap Fees									
20	Contractor's Licenses		X							
21	Zoning Fees									
22	Construction Equipment Licenses									
23	Construction Equipment Permits									
J. OTHER COSTS				\$0						
1	Sales & Use Taxes (As Required)									
2	Davis Bacon/Prevailing wages									
3	Creation of Owner Moving Transition Manual, RFP and management									
4	Owner Moving Costs									
5	Video record with proper sound system Owner Training		X							
U. ADDITIONAL ITEMS				\$0						
1										
2										
3										
4										
5										
6										
7										
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12										
13										
14										

CITY HALL SPACE NEEDS AND BUDGET STUDY

City of Castle Pines, CO

Prepared by Flynn Planning and Design

December 23, 2019 *Draft*

EXHIBIT B - INITIAL OWNER PROGRAM

Study Objectives and Process

- City of Castle Pines (City) desires to establish space needs to accommodate municipal functions including staff offices and conference, customer service area, council meeting spaces and other support uses.
- Space Program will be used to review project needs with City Council and soliciting design proposals from Architects.
- A City Council meeting space would seat 100 comfortably and have after hours access.
- Spaces would initially be developed to accommodate total staff size of up to 20 persons and configured to allow ultimate expansion of up to 30 persons
- A mix of private offices and open office areas is anticipated.
- Space flexibility should allow for long term response to department growth and work environment evolution.
- Study examples and best practices of similar sized municipal facilities in the region.
- Primary input by Michael Penny, City Manager and Sam Bishop, Community Development Director.
- Assume new building will be placed on the Legae Family parcel with shared costs of development.

Key Findings

- A building of 11-12,000 sf is required meet the above objectives.
- A total project budget of \$4.7 to \$5.9 million is predicted assuming a 10% contingency and construction in 2020.
- Cost variables include soils conditions, construction features and market conditions.
- A variety of common standard fixed wall and modular office spaces is recommended for flexibility to adapt to future needs with minimum disruption.

City Hall Vision Highlights

- Provide “outward facing” municipal spaces and services, welcoming to the public.
- Provide security with technology and construction
- Employ best practices of construction cost management and sustainable design for resource conservation and human well-being in the workspace.
- Employ a digital emphasis on how information is provided and managed in the public interest.

Anticipated Project Development Steps

Seems you'd want to lay out proposed key milestones

SPACE PROGRAM						
Castle Pines City Hall						
draft 12.23.19						
Department	Space or Staff Position	Staff	Space Reqts		Key adjacencies	Key Features, Questions?
			Area in SF	Type		
Public spaces	Shared Lobby-waiting		in gross factor			
	Public restrooms		450			
	Quick meeting room		140		Lobby-Fr Desk	3-4 persons
		Assignable SF	590			
Council Chambers	Dias & access		400			
	Staff tables & podium		400			room divider(s)
	Seating area		1,100			100 - 115 persons
	Storage		250			chairs-tables
	Council Conference Rm		220		private access	12-15 persons
	Kitchenette		100			sink, counters
	Single occ toilet		80			
		Assignable SF	2,550			
Manager's office	City Manager	Michael Penny	150	C+	City Clerk	
	Deputy City Manager	future	100	B		
	Management Analsyst	Megan	100	B		
		Assignable SF	350			
City Clerk	City Clerk	Tobi Basile	125	C	Front Desk	Public contact
	Deputy City Clerk	future	100	B		
	Admin Assistant	Emily	100	B		Public contact
		Assignable SF	325			
Community Dev	Comm Develop Director	Sam Bishop	125	C		
	Senior Planner	future	100	B		
	Planner II	future	100	B		
	Planner I	future	100	B		
	Building Official	Matt Denney	125	C	Fr Desk Cubes	Public contact / Cubes
	Bldg inspector	Randy	75	A		cube
	Bldg inspector	Safebuilt	75	A		cube
	Bldg inspector	Safebuilt	75	A		cube
	Bldg front desk	Linda	75	A	Front Desk	
		Assignable SF	850			
Public Works	PW Director	Larry	125	C		confirm storage needs
	Deputy PW Director	future	100	B		
	City Engineer	future	100	B		
	Operations Manager	future	100	B		
		Assignable SF	425			
Parks	Parks Director	future	125	C		
	Parks Supervisor	future	100	B		
	Park Tech	future	100	B		
		Assignable SF	325			

SPACE PROGRAM						
Castle Pines City Hall						
draft 12.23.19						
Department	Space or Staff Position	Staff	Space Reqts		Key adjacencies	Key Features, Questions?
Finance	Finance Director	Mike Farina	125	C		
	Accountant	future	100	B		
	Accountant Tech	future	100	B		
		Assignable SF	325			
Events	Event Manager	Jolene Richard	100	B		
		Assignable SF	100			
Communciations	Communication Director	Paula	100	B	Cube	
		Assignable SF	100			
Flex Work Space	GIS	future	75	A	Cube	
	Code Enforcement	future	75	A	Cube	
	???		75	A	Cube	
		Assignable SF	225			
Building Support	Work-Copy		160			
	Large Conference		240		CD, PW, CM	12-15 persons
	"Studio"		160		central	8-10, flexible, display
	Small Conf Rm 1		120			4-6 pers
	Small Conf Rm 2		120			4-6 pers
	Staff single occ toilets		160			2 total
	Staff Break Room		200			6-8 sitting, kitchenette,
	IT/Server		120			
	Mechanical/Electrical		350			2 rooms
	Custodial		100			1 room, 1 closet
	Small Storage dispersed		200			3-4 closets
	Large Storage		400			Events/PW
	File Storage		250		Clerk	Clerks
		Assignable SF	2,580			
		Total Bldg Assign SF	8,745			lobby, halls, walls, misc
	1.30 Gross add	2,624				
	Total Building Gross SF	11,369				
	Vacant space	1,475				
	w 1.3 gross	1,918				

PROJECT DEVELOPMENT BUDGET

Castle Pines City Hall

draft 12.23.19

estimated construction costs are based on construction start in Spring 2020

Project Component	Low Cost Range			High Cost Range			Notes
	Quantity	Unit Cost	Cost	Quantity	Unit Cost	Cost	
1. FACILITY CONSTRUCTION			\$2,842,125			\$3,410,550	
Building Construction (No Site)	11,369 SF	\$250	\$2,842,125	11,369 SF	\$300	\$3,410,550	
2. SITE CONSTRUCTION			\$703,387			\$988,048	
Allocated Site Preparation costs							from Developer Engineer
Shared amongst all							
Grading			\$86,291			\$86,291	
Retaining Walls			\$54,037			\$54,037	
Stormwater			\$27,187			\$27,187	
Shared amongst all less Easement							
Road Improvements			\$22,903			\$22,903	
Water Services			\$2,945			\$2,945	
Sewer Services			\$21,813			\$21,813	
Soil preparation/ Foundation Extras							
Minor over-exc under slabs and footing	11,369	\$6	\$68,211				
Major over-excavation or piers	11,369				\$20	\$227,370	
Utilities							
Water extension to building	100 LF	\$100	\$10,000	100 LF	\$120	\$12,000	with 1 hydrant
Sewer extension to Building	100 LF	\$40	\$4,000	100 LF	\$60	\$6,000	
On site storm drainage			\$25,000			\$35,000	allowance
Gas & Electric Service			\$75,000			\$100,000	allowance
Site Lighting	8	\$4,000	\$32,000	10	\$4,000	\$40,000	pedestrian and parking lights
Vehicular Pavement							
New parking & drives	55 cars	\$3,000	\$165,000	55 cars	\$3,500	\$192,500	
Pedestrian Amenities							
Patio spaces	300 SF	\$20	\$6,000	300 SF	\$25	\$7,500	includes walls/ fence
Entry Plaza & interior sidewalks	1,500 SF	\$12	\$18,000	1,500 SF	\$15	\$22,500	
Site Signage & Furniture			\$25,000			\$40,000	Allowance
Landscaping & Irrigation			\$40,000			\$60,000	irrigation, prep & turf, landscaping
Misc Site Costs			\$20,000			\$30,000	Allowance
3. OTHER PROJECT DEVELOPMENT COSTS			\$775,006			\$1,005,268	
Architectural-Engineering Fees			\$416,268			\$471,476	9%(high budget)-10%(low budget) of Bldg, Off-Site, Site, Contingency & includes specification of FF&E items
Owner's Representative							not included
FFE - Furniture, Fixtures & Equipment							Allowance for furniture, rec equip, misc
Furniture	11,369 SF	\$12.00	\$136,422	11,369 SF	\$20.00	\$227,370	Allowance per s.f. of building
Data & Technology	11,369 SF	\$6.00	\$68,211	11,369 SF	\$8.00	\$90,948	Allowance per s.f. of building
Owner Provided Equipment	11,369 SF	\$3.00	\$34,106	11,369 SF	\$4.00	\$45,474	Allowance per s.f. of building
Plant Investment / Tap Fees/ Impact fees			\$70,000			\$100,000	Allowance for water, sewer, street fees
Construction testing & Survey			\$20,000			\$30,000	Soils & Materials testing, land survey
Reimbursable Expenses	1 LS		\$30,000	1 LS		\$40,000	Document printing, deliveries, travel
4. SUB-TOTAL ALL PROJECT COSTS			\$4,320,518			\$5,403,864	
5. CONTINGENCY		10%	\$432,052		10%	\$540,386	
6. GRAND-TOTAL ALL PROJECT COSTS			\$4,752,570			\$5,944,251	
7. Unit Cost (\$/SF) incl items 1,6		\$284			\$343		
8. Unit Cost (\$/SF) incl items 1,2,3,6		\$350			\$434		
Cost Items Not Included:							
Import / Haulaway of structural fill, Owner's Representative, Legal fees, Land acquisition, Sales tax							
LEED Certification fees							

OFFICE TYPES
 Castle Pines Muni
 FPD 11.21.19

Adapt for:

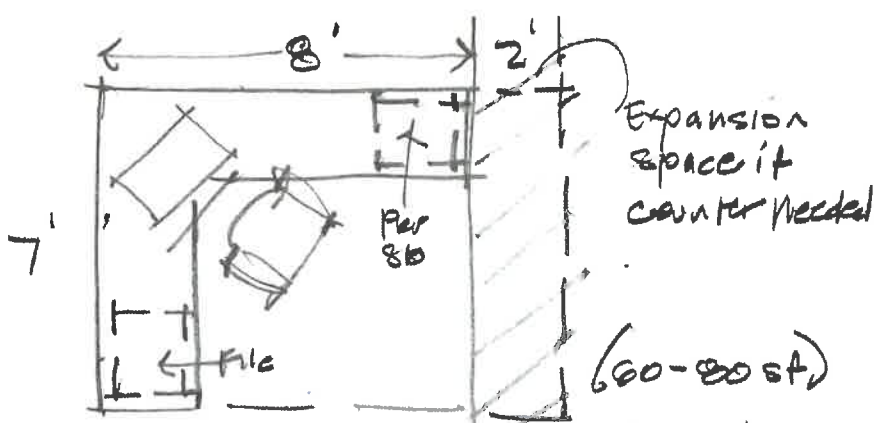
Counter space
 File space
 Meeting style

Increase 10-20%

11.23.19

To be updated
 to be mid size
 between existing
 offices and
 what is show here.

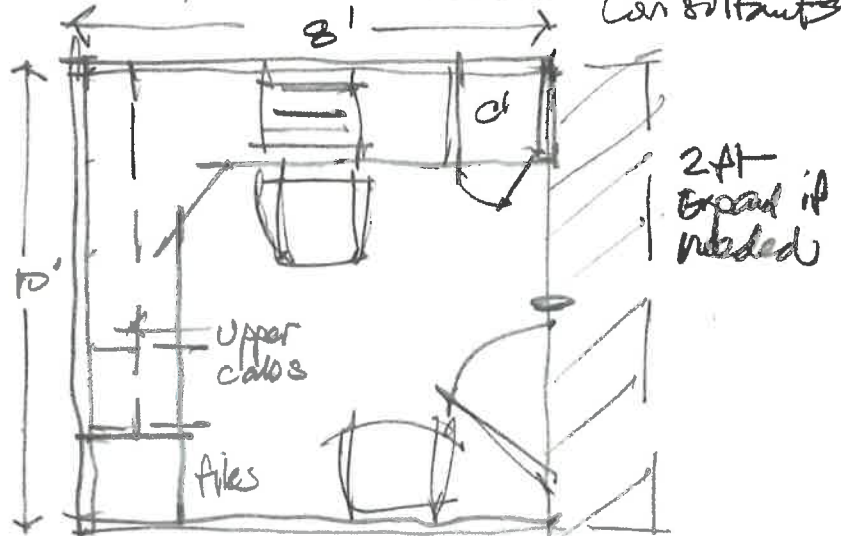
Will match program
 and budget



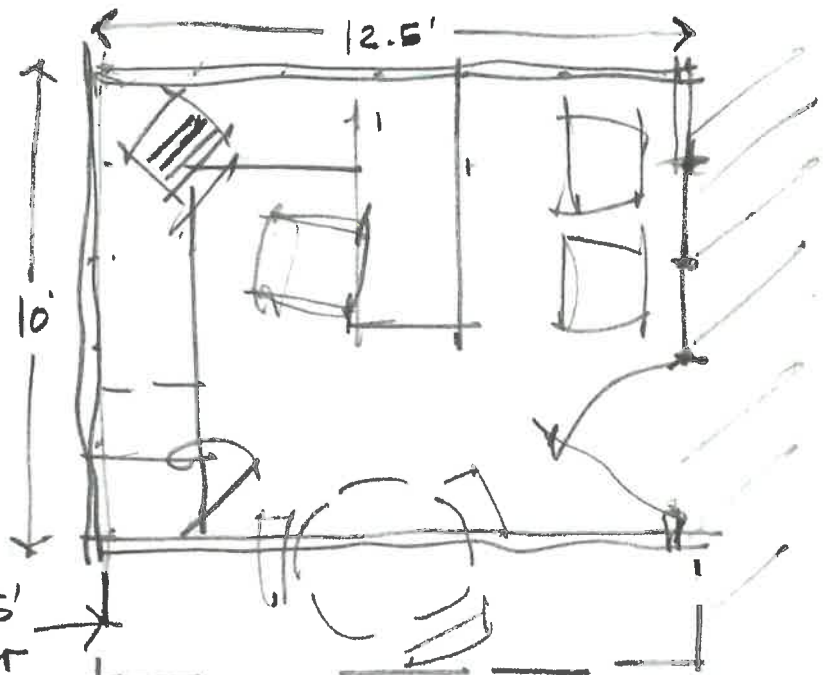
(A) Open Plan "Cube"

(60-80 sf)

Contract
 Shift work
 Can suitants



(B) Staff Office (80-100 sf)

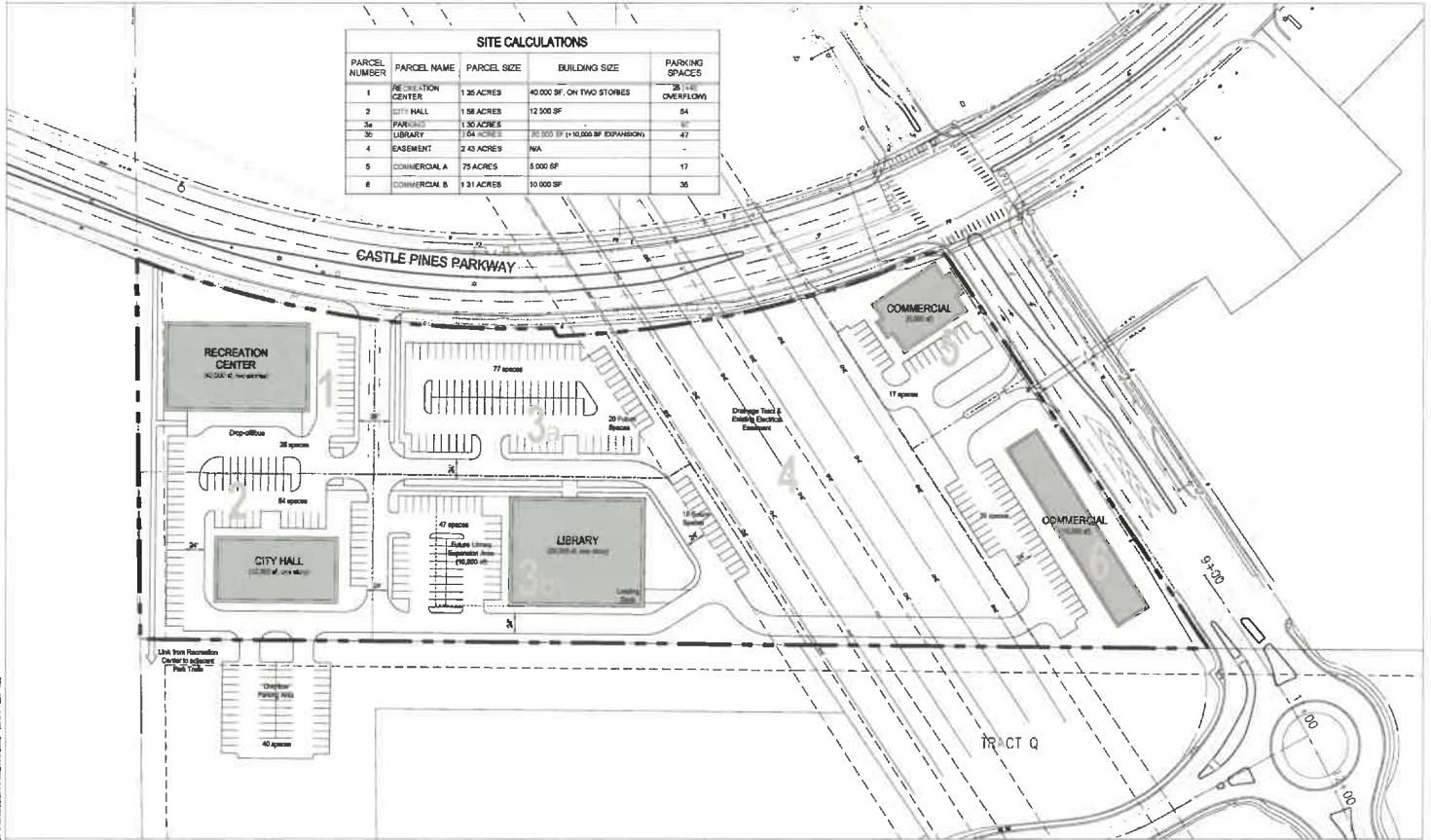


(C) Manager Office (120-160 sf)

Expand to 15'
 City Manager

ALLOCATED SITE UTILITY COSTS			
from Engineer's Projection of Probable Costs			
Lagae Family Parcel			
10-8-19			
Alt 1 Graded pads w sevicees			
SITE ALLOCATION PERCENTAGES			
Parcel	Area AC	CH % of Tot	CH % of Tot less esmt
1 Rec Center	1.35		
2 City Hall	1.58	14.68%	18.97%
3a Parking	1.3		
3b Library	2.04		
4 Easement	2.43		
5 commercial A	0.75		
6 commercial B	1.31		
Total all parcels	10.76		
Total less Easement	8.33		
COST SHARE ALLOCATIONS			
		CH	
Shared amongst all		14.68%	
Grading	\$587,650	\$86,291	
Retaining Walls	\$368,000	\$54,037	
Stormwater	\$185,150	\$27,187	
Total	\$1,140,800	\$167,515	
		CH	
Shared amongst all less Easement		18.97%	
Road Improvements	\$120,750	\$22,903	
Water Services	\$15,525	\$2,945	
Sewer Services	\$115,000	\$21,813	
Total	\$251,275	\$47,661	

SITE CALCULATIONS				
PARCEL NUMBER	PARCEL NAME	PARCEL SIZE	BUILDING SIZE	PARKING SPACES
1	RECREATION CENTER	1.35 ACRES	40,000 SF. ON TWO STORIES	28 (SEE OVERFLOW)
2	CITY HALL	1.58 ACRES	12,500 SF	54
3a	PARKING	1.30 ACRES		87
3b	LIBRARY	1.04 ACRES	30,000 SF (+10,000 SF EXPANSION)	47
4	EASEMENT	2.43 ACRES	N/A	-
5	COMMERCIAL A	75 ACRES	5,000 SF	17
6	COMMERCIAL B	1.31 ACRES	10,000 SF	35



CLIENT:
VENTANA
09/17/2010

CONCEPTUAL SITE PLAN
CASTLE PINES PARKWAY & LAGAE ROAD
CITY OF CASTLE PINES

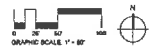


EXHIBIT C - INITIAL SCHEDULE

