



**CITY OF NOVI CITY COUNCIL
NOVEMBER 17, 2025**

SUBJECT: Approval of the final contract for HED/BRW for Design and Engineering Services Contract for the new Public Safety Facilities.

SUBMITTING DEPARTMENT: City Manager

FINANCIAL IMPACT

	FY 25/26	Total
EXPENDITURE REQUIRED	\$ 4,740,765	\$ 4,740,765
BUDGET		
1. 2025 Bond Proceeds	\$ 120,000,000	\$ 120,000,000
APPROPRIATION REQUIRED	\$	\$
FUND BALANCE IMPACT	\$ N/A	\$ N/A

KEY HIGHLIGHTS:

- Following the 9/22 Council Meeting, Plante Moran Realpoint (PMR) entered into discussions with the two top-rated firms regarding proposed contract terms
- The result of those discussions is a recommendation to proceed with HED/BRW under the terms and conditions of the attached draft agreements, to be finalized by the City Manager and City Attorney's office
- At the October 6, 2025 meeting Council gave direction for the negotiation of an acceptable professional services agreement with HED/BRW.

BACKGROUND INFORMATION:

With the passage of the bond to finance Public Safety Facilities in August, in conjunction with the City's contract Owner's representative (PMR), the Administration assisted with interviewing four (4) firms that submitted proposals for architecture and engineering services for the new buildings. The firms suggested to be interviewed by PMR were:

- AECOM
- DLZ
- The Collaborative
- HED

Representatives from PMR, along with Chief Zinser, Chief Martin, Charles Boulard, and Victor Cardenas, all participated in the interviews. Based on the interviews and the performance by the four firms, two firms, HED/BRW and DLZ/Zimmerman, were suggested to appear before the Finance and Administration Committee on September 15th. Both firms showcased their vast experience and backgrounds in designing Public Safety facilities.

Based on the interviews and the action taken by the City Council at their September 22, 2025, meeting, PMR entered into discussions with HED/BRW and DLZ/Zimmerman. As a result of those discussions, PMR recommends that HED/BRW be approved as the firm to oversee the design for all buildings in the 2025 Public Safety Bond program. Their fee for all services is \$4,740,765, which includes a not-to-exceed amount of \$207,765 for reimbursable expenses. Expenses that fall into that category are:

- Travel Costs
- Permitting and Building Fees
- Renderings, physical models, mock-ups

HED is based in Royal Oak, with a staff made up of "architects, engineers, and planners working across the United States with diverse backgrounds, ideas, experiences, and expertise united by their mission of Advancing Your World."

RECOMMENDED ACTION: Approval of the final contract for HED/BRW for Design and Engineering Services Contract for the new Public Safety Facilities

October 2, 2025

Mr. Victor Cardenas
City Manager
City of Novi
45175 Ten Mile Rd.
Novi, Michigan 48375

via email: vcardenas@cityofnovi.org

RE: City of Novi Public Safety Bond Project – Architect/Engineer Recommendation

Dear Mr. Cardenas,

I am writing to update you on Plante Moran Realpoint's (PMR) progress in our engagement to assist and advise the City of Novi (CoN) in selecting an Architect/Engineer (A/E) firm for the CoN Public Safety Project (Project). Together, the CoN Selection Advisory Group - consisting of CoN city staff ("Advisory Group") - the CoN Finance and Administration Committee ("FAC") - consisting of the Mayor and two City Council members - PMR and CoN legal counsel have presented a framework in order to identify, evaluate, and recommend a firm for this Project.

SELECTION PROCESS

This letter summarizes the results of the evaluation process for A/E proposals and interviews conducted by the Advisory Group and FAC in accordance with our engagement agreement.

On July 15, 2025, RFP documents were formally issued to seven (7) capable and well-established A/E firms. PMR conducted a pre-proposal meeting on July 17 to provide project information and answer questions. Firms were given until August 1 to submit additional questions or requests for clarification.

All seven firms submitted sealed RFP responses, which were received by CoN on August 12. Evaluation criteria included police and fire station design experience, proposed team qualifications, fee structure, and firm differentiators. Four firms—AECOM, The Collaborative, DLZ, and HED—were shortlisted by the Advisory Group for interviews moderated by PMR on August 27.

Notably, three of the four shortlisted firms partnered with nationally recognized public safety design experts. Based on team chemistry, relevant experience, and interview responses, DLZ and HED were selected for further consideration by the FAC.

The FAC re-interviewed DLZ and HED on September 15. Following its evaluation, the FAC

recommended that PMR negotiate fee and scope with both firms. PMR successfully negotiated a reduced fee with the recommended firm.

RECOMMENDATION

Based on formal presentations, responses to the Advisory Group and the FAC questions, due diligence, and fee negotiations, PMR recommends awarding both the Public Safety Building and Fire Station projects to HED.

PMR and CoN legal counsel have reviewed HED's draft contract comments and are finalizing acceptable terms and conditions. At this time, no major issues are anticipated that would prevent successful contract execution. The final contract will be executed pending legal review.

The A/E fee for the scope of services, as outlined in the RFP and the AIA B101-2017 and A201-2017 draft contracts, is as follows:

HED Architects:

Fee on Cost of Work budget of \$66M:	6.87% = \$4,533,000 (Negotiated fee amount)
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Reimbursable expenses:	\$207,765 N.T.E.
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Total:	\$4,740,765
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Should you have any questions regarding this recommendation, please do not hesitate to contact me at (248) 603-5252.

Sincerely,

PLANTE MORAN REALPOINT

Robert Stempien AIA, Sr. Vice President

CC: Greg VanKirk, Plante Moran Realpoint
Todd Fenton, Plante Moran Realpoint
Brian Weber, Plante Moran Realpoint

ENCLOSURES: A/E Bid Summary dated October 1, 2025

October 6, 2025

Mayor Justin Fischer and Novi City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48675

RE: DLZ Request to Table the Motion to Award Architect/Engineer

Dear Mayor Fischer and Members of the Novi City Council:

We are in receipt of the October 4, 2025, letter from DLZ Michigan, Inc. ("DLZ") requesting that the City of Novi table its Motion to Award Architect/Engineer ("A/E") services for the Novi Public Safety Program. This letter summarizes the interview and scoring process by which the City of Novi Administration, the Finance and Administration Committee, and Plante Moran Realpoint ("PMR") reached a unanimous decision to recommend HED as the A/E for the Public Safety Project.

On August 18, 2025, PMR met with senior level city staff to review the proposals submitted by seven capable and well-established A/E firms. Four firms—AECOM, The Collaborative, DLZ, and HED—were shortlisted by the City and PMR for interviews moderated by PMR on August 27, 2025. That said, **the City and PMR agreed that, on paper, HED submitted the best proposal for the Public Safety Project given its significant public safety and municipal experience, as well as the team of law enforcement subject matter experts that HED brought to its design team.**

PMR and the City interviewed these four firms on August 27, 2025, and again, the City and PMR unanimously **agreed that HED was the strongest firm to provide A/E services for the Public Safety Project based on team chemistry, relevant experience (over 250 public safety and municipal projects), and interview responses.** DLZ was recommended as the #2 firm to interview with the FAC.

The FAC interviewed HED and DLZ on September 15, 2025, and again, **the consensus from the FAC was that HED was the strongest of the two firms.** There were questions pertaining to HED's fee, leading to the FAC's direction to PMR to approach both firms and determine whether there was the possibility that fees could be reduced. HED submitted a revised proposal that lowered its fee by \$450,000. Notably, DLZ did not reduce its original fee for the Public Safety Project, but provided revised fees for designing either the Public Safety Building *or* the fire station portions of the project. Based upon a percentage of the cost of work, DLZ's fees were higher than its original proposal should the design portion of the Public Safety Project be bifurcated.

Addressing DLZ's statements regarding fees, the experience, expertise, chemistry, and depth of the design team, particularly with regard to public safety projects, are factors just as critical as cost. While HED's fees are not the lowest, they are well within market expectations and the estimated budget for the project.

Based upon its revised design fee and taking into account HED's proposal and the strength of its two interviews, PMR provided a recommendation letter to City Manager Cardenas on October 2, 2025, recommending HED as the A/E for the entirety of the Novi Public Safety project. There has not been any additional information provided to PMR that changes this recommendation.

PMR and Novi's legal counsel have reviewed HED's draft contract comments and are finalizing acceptable terms and conditions. At this time, no major issues are anticipated that would prevent successful contract execution. The final contract will be executed pending legal review should City Council move forward with PMR's recommendation at its Council meeting on October 6, 2025.

As always, please reach out to myself or any member of the PMR Novi Public Safety Project Team should you have any questions.

Sincerely,

Todd Fenton
Vice President
Plante Moran Realpoint

CC: Greg VanKirk
Robert Stempien
Victor Cardenas

Attachment: HED Project References

CITY OF NOVI
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
REQUEST FOR PROPOSALS SUMMARY

10.1.25

	DLZ	DLZ - Revised/Negotiated Fee	HED	HED - Revised/Negotiated Fee
Proposed Fee Information				
Base Bid Lump Sum Fee - Public Safety Building		\$2,984,500		\$3,175,600
Base Bid Lump Sum Fee - Fire Stations		\$1,296,000		\$1,647,000
Base Bid Lump Sum Fee - Public Safety & Fire Stations	\$3,696,000	\$3,696,000	\$4,973,000	\$4,533,000
Base Bid Fee Public Safety Bldg - As a % of the Cost of the Work (\$47M)		6.35%		6.76%
Base Bid Fee FS - As a % of the Cost of the Work (\$19M)		6.82%		8.67%
Base Bid Fee Total - As a % of the Cost of the Work (\$66M)	5.60%	5.60%	7.53%	6.87%

HED Design – RFP response review notes

Design partners: BRW - 300 public safety projects completed
OHM Advisors - Novi's civil engineer
OCMI Inc. – project management consultant – estimating but added cost

Company experience:
HED 100 yrs. experience
BRW multiple civic projects

Number of Relevant public safety/municipal projects:

HED: 250+ public safety/municipal
BRW: 270+ public safety projects, designed +250 neighborhood fire stations
11 projects highlighted

- **City of Weatherford** – Near Fort Worth, Tx, public safety campus, 36,700 s.f., \$19M (\$518/s.f.) construction cost, completed 2022
- **City of Lewisville** – Lewisville, Tx, public safety campus, 116,000 s.f., \$103M construction cost (\$888/s.f.), completed 2025
- **City of Richardson** – Richardson, Tx, public safety campus, 112,000 s.f., \$50M (\$446/s.f.) completed 2021
- **Charter Twp of Northville** – Essential services complex, OHM project, 116,000 s.f., \$33M construction cost (\$284/s.f.) completed 2024

Team members experience related to public safety/municipal projects:

Chris Vogelheim - HED – Principal in Charge, 32 yrs experience, higher ed. experience, large project experience, no public safety on resume

Steve Jackson – BRW project manager, 25 yrs experience, 50+ community and government projects, small projects highlighted on resume

Barton Drake – HED principal, 66+ community and government projects, 40+ yrs experience, worked with Steve Jackson on City of McKinney police fitness and training facility (9,000 s.f.), some Texas fire station experience.

Fred Clifford – BRW Design Principal, 20+ public safety projects, 35 yrs experience, several large public safety projects but not part of project highlight sheets

James Hamilton – BRW Design Manager, 30+ yrs experience, (3) projects listed from 17,000 to 62,000 s.f.

Chris Sano – BRW Lead Project Designer, 25+ experience, studio lead, worked on highlighted City of Weatherford project, multiple civic projects

Carol Kesler – BRW- Fire station design specialist, 28+ years experience, 40+ fire stations

Coby Pewitt PhD, BRW – Police Operations Specialist, retired assistant police chief, 30 yrs as police officer, Richardson public safety campus involvement

Fee/cost for A/E design services (\$66,000,000 Cost of work):

Lump sum: \$4,125,000 or 6.25%
PLUS \$848,000 for civil or 1.28%
Total: \$4,973,000 or 7.53%
Reimbursable allowance: \$207,765 or .31%

Base Total: \$5,180,765 or 7.849%

Added services:
Cost estimating: \$191,520
Acoustic Design: \$85,200
Tech. Consulting: \$330,000
Experiential & Graphic Design: \$35,000
Total Added Services: \$641,720 or .97%

Total: \$5,614,720 or 8.5%

Add Alternate FF&E Design on \$2,000,000 budget
5.5% or \$110,000

Grand Total: \$5,822,485 or 8.56% on \$68M

Material Changes: In contract mark up

Add. Services: In contract mark up

Unique aspects of the firm or team that would add value to the project:
Community and stakeholder engagement – some community engagements are “optional”
Provided initial design thoughts (site & floor plan layout for public safety building/fire station)
OHM is a trusted consultant familiar with the City of Novi
OHM doing the road project at

Team lead: Chris Vogelheim - HED

Quality of response:

Specific to the project engagement

Team Members Experience Together:

Yes, some Texas civic projects

Exceptions to draft contract:

Numerous – provided redlines

Insurance limits suggested changes

Other Notable Items:

4% standard of care

Have acoustics specialist ABD Engineering and Design

Have Technology and Security Designer Howel Design Group
(Texas)

Have cost estimator, OCMI, Inc Projects highlighted in North
Carolina, none in Michigan

DESIGNING FOR WELLNESS, BUILDING FOR COMMUNITY

CITY OF NOVI
PUBLIC SAFETY PROGRAM
AUGUST 12, 2025



|HED | BRW ARCHITECTS



August 12, 2025

Victor Cardenas	Erick Zinser	John Martin	Brian Weber
City Manager	Chief of Police / Director	Fire Chief	Senior Vice President
City of Novi	of Public Safety	City of Novi	Plante Moran Realpoint
vcardenas@cityofnovi.org	City of Novi	JMartin@cityofnovi.org	brian.weber@plantemoran.com
	EZinser@cityofnovi.org		

Dear Victor Cardenas and the Selection Committee:

The City of Novi is undertaking a transformative initiative to modernize and expand its public safety infrastructure. This investment will shape how police and fire services operate in your community for decades to come. It reflects the trust Novi residents have placed in your leadership and deserves a team that offers proven experience, a collaborative mindset, and deep understanding of both public safety design and local delivery.

TO MEET THAT OPPORTUNITY, WE HAVE ASSEMBLED A HIGHLY QUALIFIED TEAM:

HED, as Architect and Engineer of Record, contributes strong Michigan presence, deep civic project experience, and active partnerships with Novi’s Owner’s Rep, Plante Moran Realpoint.

BRW Architects, serving as Design Architect, brings national leadership in fire, police, emergency operations, and fleet facilities. With over 300 public safety projects completed, BRW creates purpose-built environments that support safety, performance, and trust.

OHM Advisors, Novi’s preferred civil engineering partner, delivers valuable local insight, approvals experience, and a clear understanding of the City’s standards and expectations.

Together, we offer a cohesive integrated design team, structured to deliver alignment, predictability, and long-term civic value.

KEY STRENGTHS ALIGNED TO NOVI’S GOALS INCLUDE:

- **Deep Public Safety Expertise** / BRW brings decades of leadership in modern, operationally sound facilities that support public safety employee wellness, law enforcement transparency, and civic identity.
- **Local Presence with Strong Relationships** / HED’s Michigan-based staff and working relationship with Plante Moran Realpoint ensures responsiveness and familiarity with Novi’s delivery environment.
- **Proven Engineering Support for Novi** / OHM Advisors offers continuity, city-specific knowledge, and a clear understanding of infrastructure requirements.
- **A Unified and Transparent Process** / Our team eliminates handoffs, integrates design and documentation, and remains aligned on cost, schedule, and program from start to finish.

Thank you for the opportunity to support the City of Novi in this vital endeavor. We are ready to help deliver facilities that reflect the excellence of your police and fire departments.

Sincerely,

Chris Vogelheim, AIA, LEED AP
Principal in Charge / HED
cvogelheim@hed.co
248.302.6089

Fred Clifford, AIA
Design Principal / BRW Architects
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Community / Federal / Healthcare / Higher Education / Housing and Mixed Use
Mission Critical / Pre K-12 / Science and Advanced Manufacturing / Workplace



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PROJECT
APPROACH
NARRATIVE

01

THOUGHTFUL PUBLIC SAFETY DESIGN THROUGH SHARED LEADERSHIP

The City of Novi is undertaking a significant investment in its public safety infrastructure; one that deserves thoughtful design, lasting value, and true civic benefit.

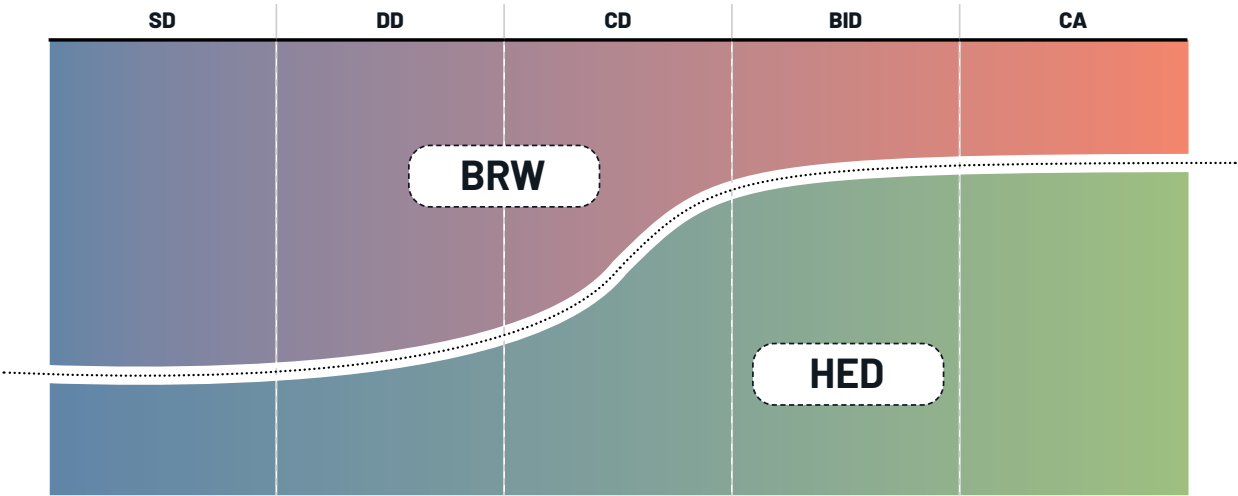
Your new police and fire facilities are not only essential to your mission but also a reflection of your values and long-term vision. To deliver these facilities with confidence, Novi requires a team that combines deep public safety knowledge, local understanding, and a clear delivery strategy. Our team brings exactly that. HED, BRW, and OHM Advisors have come together as one integrated team. Each firm brings proven capabilities and complementary strengths, forming a partnership structured to deliver value from day one.

SEAMLESS TEAM STRUCTURE

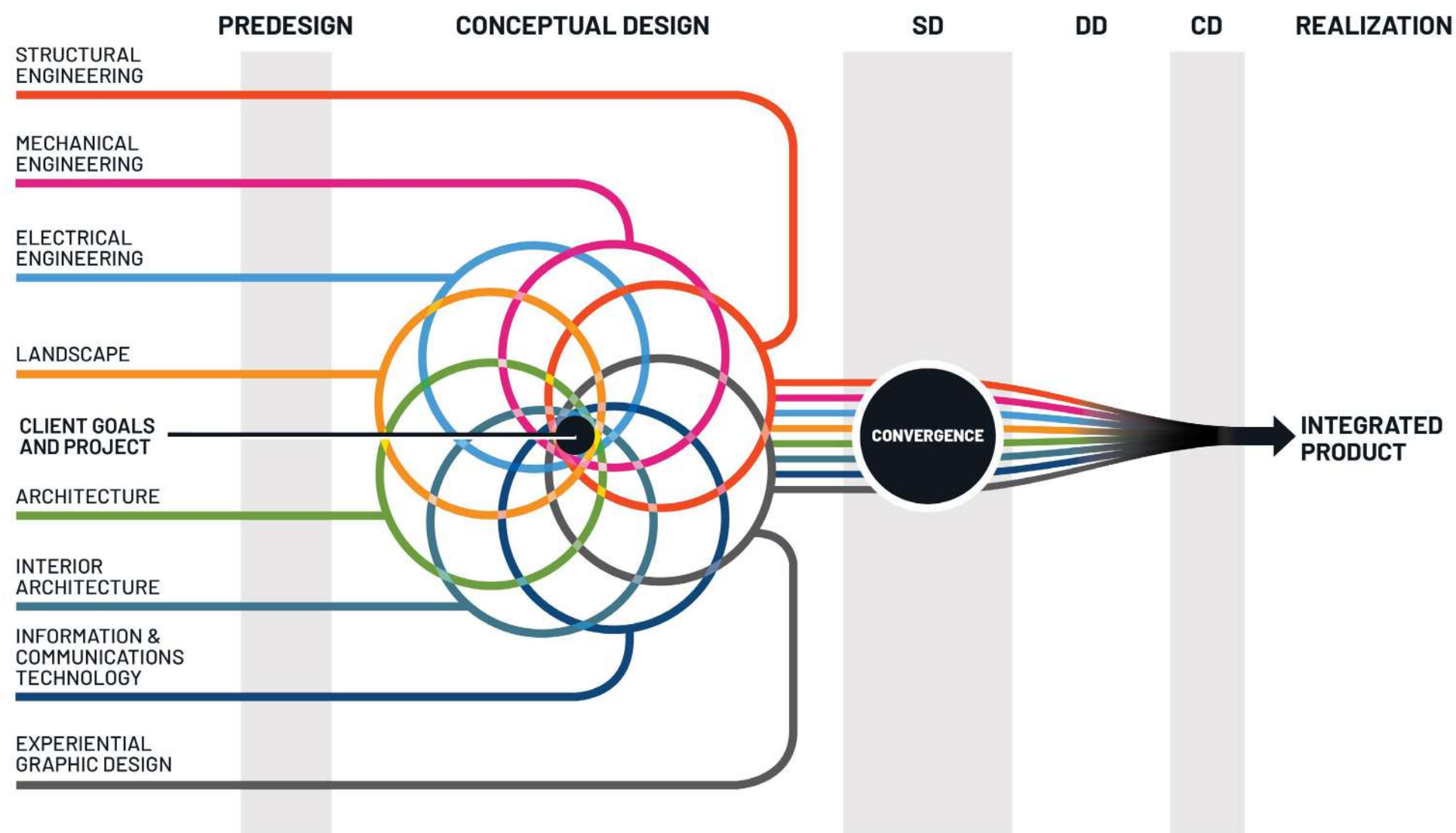
Our approach is unified and efficient. We work in deep collaboration to bring out the best ideas to bring the greatest value to the City of Novi. No silos. No egos. Roles are clear and intentionally aligned:

- **BRW Architects** / As Design Architect, BRW leads programming and design with a national portfolio of more than 300 public safety facilities. These include hybrid police and fire campuses, decentralized station networks, hardened EOCs, and fleet and logistics centers.
- **HED** / Serving as Architect and Engineer of Record, HED leads technical execution, documentation, and construction phase services. Their Michigan team is already active with Plante Moran Realpoint and understands the unique delivery environment in this region.
- **OHM Advisors** / As the City of Novi's preferred engineering partner, OHM contributes local insight, infrastructure knowledge, and approval coordination. Their presence streamlines communication and reduces risk.

Our collaboration is designed to function as one team from planning through occupancy, supported by shared platforms and integrated decision-making.



A seamless transition of design leadership: from BRW's visioning and stakeholder engagement through HED's technical execution.



Our ability to lead technical execution while preserving design intent is essential for community-centered civic projects. In close coordination with BRW, HED will steward the design through every project phase so the final facility fully reflects the vision and aspirations established in the early design stages.

Additionally, OHM brings uniquely relevant knowledge of Novi including infrastructure, approval processes, and community culture, which is critical to delivering a responsive and locally grounded solution. HED will actively engage and guide OHM through our integrated design leadership, aligning their deep local insight with our architectural and engineering expertise to facilitate a seamless process. Collectively, we will leverage this collaboration to navigate approvals, address site-specific needs, and create a public safety facility that reflects the values, priorities, and long-term vision of the City of Novi.

A COLLABORATIVE AND INCLUSIVE PROCESS

As Design Firms, HED and BRW emphasize open design spaces and stakeholder-driven processes that resonate with Novi's community policing values and support the high trust leadership model Chief Zinser embodies. Our design philosophy aligns with Chief Martin's vision as well, supporting hands-on leadership, safe, accessible workspaces, and spaces for firefighter wellness and public outreach.

As a result, we are committed to a process that encourages a relationship with the local community. As appropriate, our team gathers valuable input from each diverse element to understand the specific needs of the community served. Establishing consensus with these constituents is a vital component of project success and can have a significant impact on design. Just as important, this inclusion fosters a sense of civic pride and ownership in the completed facility.

We don't approach design as a one-way process. It as a dialogue with stakeholders, with community members, and with each other. This commitment to co-creation is fundamental to our practice and structure. We lead structured, workshop-based collaboration. Our team prioritizes in-person meetings at key milestones (program validation, schematic review, cost reconciliation) to build real consensus and shared ownership. These aren't passive presentations. They're working sessions where we listen, ask hard questions, and align design intent with operational and fiscal realities.

OUR INTEGRATED TEAM

As the Design Architect, BRW contributes world-class architectural design, programming, and planning expertise, bringing exceptional police and fire design expertise to municipalities nationally. BRW will lead the programming verification and design stages. HED serves as the Architect and Engineer of Record, contributing deep expertise in civic design, familiarity with Novi, and immediate local support. We will strategically integrate roles and responsibilities from each firm throughout all project phases, streamlining communication to foster greater unity in the resulting design.

As the Architect/Engineer (A/E) and Architect of Record (AOR), HED plays a pivotal role in translating the design vision into reality, providing seamless continuity from concept to construction. This builds directly on our collaborative framework with BRW and OHM, reinforcing our unified project delivery approach. **The City of Novi will benefit from HED's extensive experience in this role, with over \$10 Billion in successful partnerships with leading design architects over the past decade.**

Key features of our engagement approach include:

- Internal weekly huddles across disciplines to maintain alignment and momentum
- Bi-weekly stakeholder reviews that bring Police, Fire, and Facilities staff to the table
- Community milestone check-ins that provide transparency and build public confidence
- User interviews and surveys to identify essential operational needs and future goals
- Design charrettes and planning workshops to build consensus and inspire creativity
- Use of "Room Data Sheets" for documenting and confirmation purposes.
- Issuance of weekly "Sprint" schedules
- Issuance of a basis of design to fully document the owner project requirements and design criteria at each phase
- Open issues logs with action items & due dates
- Clear meeting minutes that transparently documents decisions.

We conduct cost and expectation alignment workshops at each project transition point. After each design phase, we meet with city leadership and stakeholders to review scope, priorities, and strategy based on updated estimates.

CRITICAL DESIGN THINKING

Our approach to municipal facilities centers on future-ready thinking and holistic collaboration. Today’s civic buildings must go beyond static functionality—they must embrace radical flexibility to adapt to new departments, evolving technologies, and shifting community needs. Through a unified process that combines visionary design with technical precision, we craft adaptable spaces and intelligent systems that balance form, function, economy, and time.

Our partnership leverages critical thinking to design infrastructure that is both resilient and responsive. From smart building technologies to flexible programmatic layouts, we anticipate the long-term evolution of civic services. Together, we help cities future-proof their assets—helping that they remain sustainable, impactful, and reflective of the communities they serve

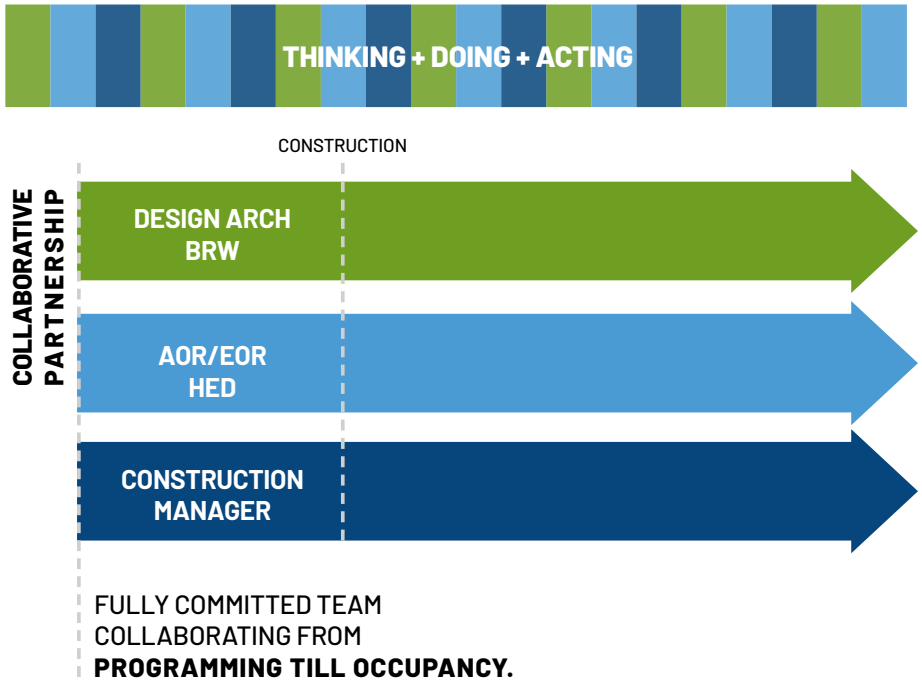
UNIFIED DESIGN + TECHNICAL EXCELLENCE FOR CERTAINTY AND IMPACT

HED, BRW, proposed value added cost consultant OCMI, and the construction manager will form a fully integrated team focused on delivering the City of Novi’s public safety facilities through a collaborative “**Designing for Program + Cost Certainty**” approach. Rather than following the traditional model with isolated handoffs between design, AOR, and construction, our partnership will drive engagement from day one with aligned thought leadership, technical excellence, cost estimating and build expertise.

HED will serve As Architect/Engineer of Record, **BRW** will lead design vision and civic identity, and the Construction Manager / **OCMI** will contribute vital cost, schedule, and constructability insights early in the design and planning phases. Early engagement by all members at design workshops where each can contribute their unique expertise and perspectives to guide the City of Novi to the best solutions: ones that minimize disruptions due to value engineering, coordination, and constructibility and minimize uncertainty This united front allows for holistic decision-making and a fully transparent process that supports accountability at every stage.

From Silos to Synergy: Evolving the Design Process for Cost Certainty

Designing for Program + Cost Certainty



Our teams will collaborate in real time translating program needs and detailed owner project requirements into responsive spaces; analyzing cost implications of design decisions, and adapting design approach in a iterative process to find the best solutions. We will establish focused working groups around key components of the project such as site infrastructure lead by OHM, public safety design in hybrid headquarters and neighborhood fire stations, safety systems, and community access; so that the right experts are involved at the right moments.

This iterative process allows us to test options quickly, identify potential risks, and make informed choices that reflect Novi’s goals and priorities.

With shared tools and integrated communication platforms, we will eliminate silos and enhance efficiency, reducing the risk of surprises during construction. Ultimately, this unified delivery model enables the City of Novi to maintain control over scope and budget while upholding design excellence and long-term performance.

By working side-by-side from the earliest phases through delivery, HED, BRW, and the Construction Manager will deliver civic buildings that not only meet the technical and operational needs of public safety services but also inspire pride, reinforce community trust, and provide a resilient framework for the future. Because are not just delivering buildings; we are delivering confidence, clarity, and civic impact.

“Excellent communication from the team who responded immediately to our needs, kept up with details flooding in from various sources,provided timely answers to questions to keep us all on track to hit our target completion date.”

DONNA DICKINSON
Construction Manager, City of Allen

COMMUNITY & STAKEHOLDER ENGAGEMENT

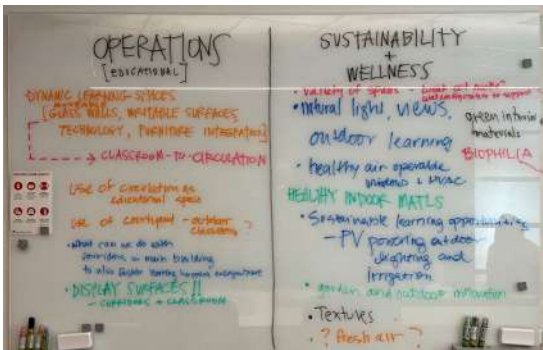
Our team is comprised of experienced individuals specializing in public safety facilities, facilitating a collaborative process with relevant jurisdictions and stakeholders. Teamwork is fundamental to our approach, and clear communication is maintained throughout the entire team, to enable timely correspondence, efficiency, and owner engagement. Our experience in leading design discussions facilitates a clear chain of communication and decision-making, even when priorities differ among city departments. We value long-term relationships and commit to delivering the highest standard of quality to your police facilities.

Our process involves direct collaboration between our team and the city’s stakeholders to gather essential data for highly functional and cost-effective design recommendations. For all public safety projects, we follow a thorough approach to engage with city leadership, police and fire department leadership, police and fire department divisions, other city departments, and the community. Typical components of this effort are laid out below, along with which stakeholder group each step engages. This approach will be tailored to your specific needs, informed by the breadth and depth of the information and staff or community input that is desired.

ENGAGEMENT OPPORTUNITIES	City Leadership	Police & Fire Department Leadership	Police & Fire Department Divisions	City IT, Parks, Transport, etc.	Community
Goal Defining	●	●			
Walk Through Existing		●	●		
Benchmark Tours	○	●	●		
Visioning Workshops	●	●			○
Programming Interviews		●	●	●	
Planning Charrettes		●	●	●	
Review & Feedback	○	●	●	●	
Council Updates	●	●			
Public Meeting	○	●			●
Detailed Reviews		●	●	●	
Furniture		●	●		
Graphics		●	●		

● Typically Involved ○ Optional Involvement

GOAL DEFINING



VISIONING WORKSHOPS



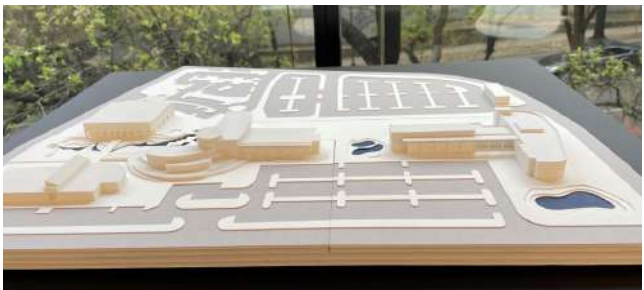
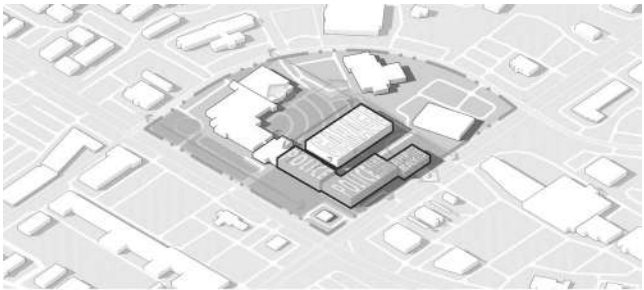
PLANNING CHARETTES



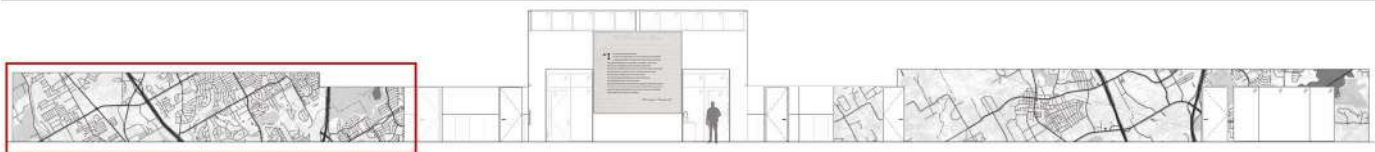
FURNITURE



REVIEW & FEEDBACK - VISUALIZATION TECHNIQUES



GRAPHICS





CREATING CONNECTIONS

Great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firms have a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

We believe people come first. From centers of learning to sources of inspiration, shared vision to shared resources, our team understands the power of design to create, strengthen, solidify, and connect communities. We understand that each community is a unique reflection of its people, and the public buildings and gathering places should be inspiring, intentional, and accessible to all. Communities flourish, wellness soars, and economic growth is supported where people come together and the natural environment is thoughtfully incorporated.

Our previous work has guided us in understanding the evolving needs of public safety and the design impacts that create buildings where both professionals and the public feel supported, secure, and connected. **The key trends we share in Section 02 / Project Firm Experience reflect forward-thinking solutions that shape resilient, high-performing facilities and inspire trust within the communities they serve.**

KEY CONSIDERATIONS FOR A FUTURE-READY PUBLIC SAFETY CAMPUS

Drawing on our national expertise and deep civic design experience, we bring a forward-thinking perspective rooted in operational insight and long-term value.

The following considerations reflect themes we consistently see in successful public safety projects and offer starting points for informed, collaborative dialogue. Our design approach includes strategies that support adaptability, wellness, and continuity of operations.

LOCAL INSIGHT, WELLNESS, FUTUREPROOFING & TECHNICAL STRATEGY

Leadership like Chief Zinser and Chief Martin bring operational clarity and strong community roots—our team embraces that same long-game mindset and partners accordingly. BRW brings deep knowledge of public safety trends and integrates decontamination pathways, gender-inclusive locker rooms, and firefighter health & wellness design as baseline – not upgrades. HED brings deep local knowledge and operational understanding of Novi’s policies and preferences, as well as the community it serves.

Together, we’ll be particularly mindful of task force partnerships and auxiliary programs, ensuring they have thoughtful work zones that maintain operational security. We’ll propose “passive” sustainable strategies such as high-performance envelopes, strategic daylighting, and zoned HVAC layouts that reduce long-term energy use. In support of Novi’s stated desire for facilities to “carry them 50 years forward,” we prioritize modular, reconfigurable interior layouts and system infrastructure that anticipates future demand.

FUNCTIONAL CLARITY & TECHNICAL RESPONSIVENESS

Public safety facilities function as 24/7 operational ecosystems. They must support multiple user types, workflows, and incident types, all under one roof. Firehouses, while technically complex, also serve as a home away from home. For Novi, our design will support distinct fire/police operational needs with shared support areas (e.g., EOC, training), but separate secure zones. We understand the nuance of fleet flow, staff parking, public entry, sally ports, and evidence processing, ensuring security and flow are intuitive, not obstructive. Our work includes designing for resiliency – generators, hardened data/dispatch rooms, and continuity of operations planning.

FUTURE-READINESS & WELLNESS

We plan for growth – of staff, partnerships, and protocols. Modular administration zones, flexible meeting rooms, scalable technology backbones, and considerations for future potential additions are standard. We integrate mental wellness spaces (quiet rooms, wellness offices), gender-neutral sleeping quarters, comradery building gathering spaces, and natural light access in high-use spaces as a matter of course. We prepare facilities for both routine and crisis scenarios, including rapid conversion of rooms into EOC overflow or quarantine zones if necessary. We have no idea what challenges the future holds, but we know how to build flexibility.

These principles will help shape a design dialogue that not only supports today’s needs but also positions the City for the next 50 years of civic leadership and public safety excellence.

INITIAL DESIGN THOUGHTS

While the program and planning diagrams provided in the RFP are still in the early stages, they offer a valuable starting point for initiating meaningful dialogue with your team. We’re eager to dive in, so we’ve shared a few of our preliminary thoughts below to help kickstart the conversation.



DESIGN PERFORMANCE EVALUATION:
PUBLIC SAFETY BEST PRACTICES CHECKLIST



Community Presence

- ☐ Create a welcoming, community-friendly street presence
- ☐ Incorporate green space and public art
- ☐ Include a plaza for ceremonies and public events
- ☐ Promote community access to the I-275 trail



Site Circulation

- ☐ Provide adequate secure staff parking
- ☐ Design intuitive vehicle circulation
- ☐ Include adequate vehicle queuing at gates
- ☐ Simplify sallyport pull-through layout
- ☐ Create safe pedestrian pathways



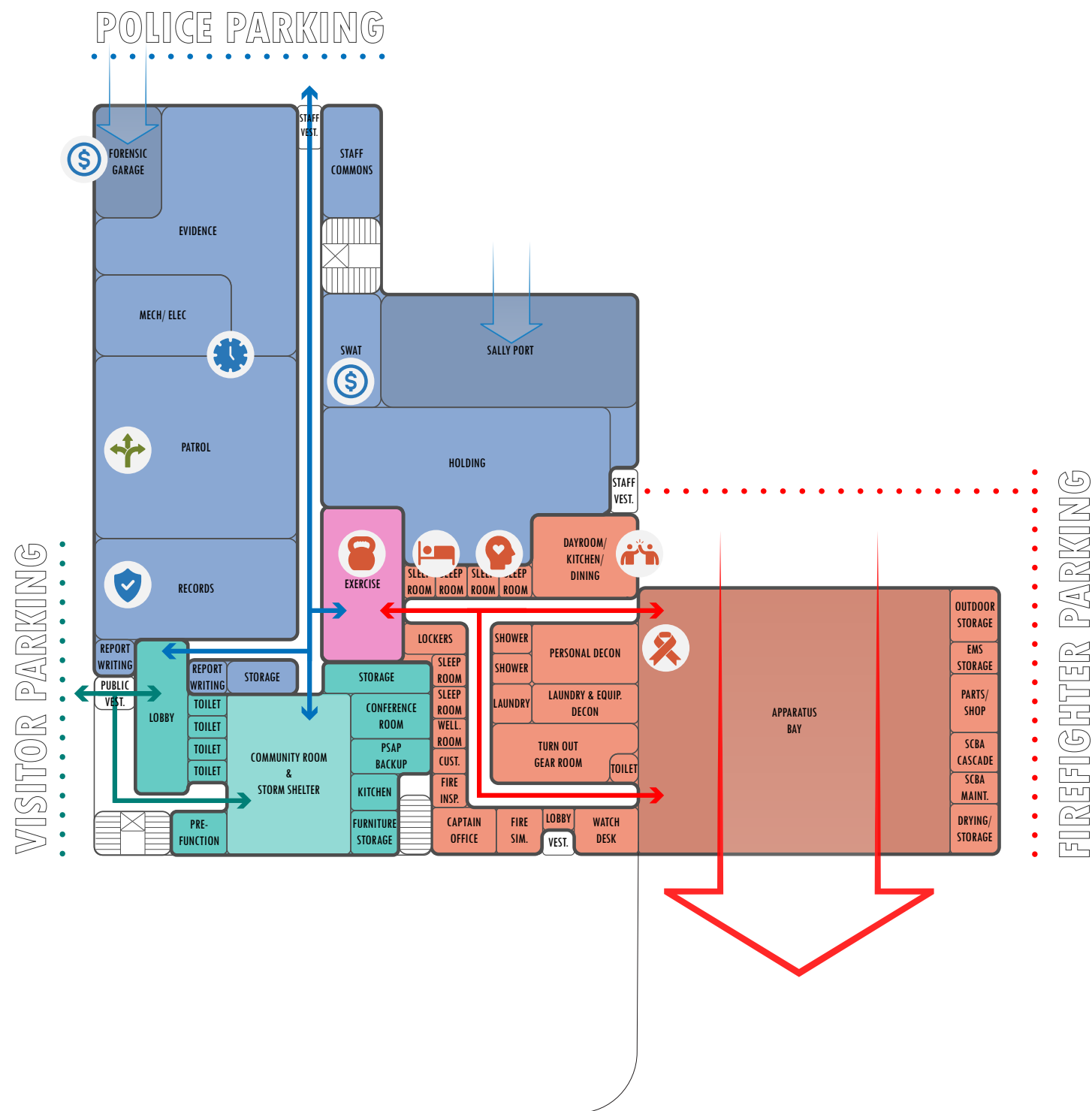
Experiential Design

- ☐ Enhance staff entry experience
- ☐ Provide shaded outdoor spaces for lunch and informal gathering
- ☐ Include outdoor areas for quiet reflection
- ☐ Allow for outdoor fitness opportunities
- ☐ Preserve access and views to nature (trees, pond, etc.)



General Site Strategies

- ☐ Use of the northern portion of the site
- ☐ Account for existing overhead power lines along 11 Mile Road
- ☐ Reduce public parking



FIRE STATION BEST PRACTICES

- Cancer Prevention:** Include airlocks between apparatus bays and living areas
- Sleep Health:** Keep bedrooms away from noisy areas (fitness, kitchen, dayroom)
- Mental Wellness:** Provide daylight and exterior views in bedrooms, offices, and fitness
- Camaraderie:** Add private outdoor space off the dining/kitchen area
- Physical Fitness:** Ensure direct outdoor access from the fitness room

POLICE STATION BEST PRACTICES

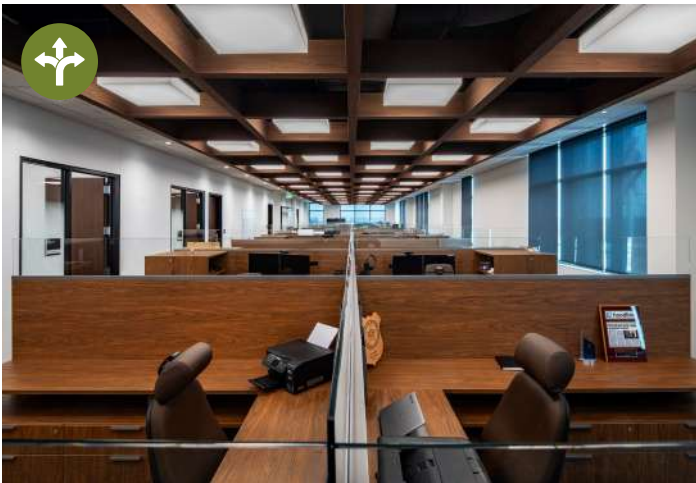
- Officer Safety:** Use ballistic-rated walls/glazing to create a secure yet comfortable environment
- Operational Efficiency:**
 - Patrol Flow:* Duty bag → Locker Room → Briefing → Patrol Car
 - P&E Flow:* Bag & Tag → Crime Lab → Vault
- Circulation:** Use wide corridors with durable, attractive surfaces
- Recruitment & Retention:** Design human-focused spaces that promote workgroup cohesion and connectedness.
- Training:** Plan for simulation tools and dedicated training areas – technology-driven, simulation enhanced, and flexible space designed for 21st century challenges.
- Cultural Identity:** Use visual branding to strengthen department pride and camaraderie
- Maximize budget:** Consider a separate, lower-cost support building for SWAT, K9, quartermaster storage, and large property

FUTURE-PROOFING STRATEGIES

- Modular Planning:** Use flexible planning modules for office, conference, and support spaces
- Flexible Layouts:** Prioritize open workstations over excess private offices
- Inclusive Design:** Locker rooms with private restrooms and changing spaces
- Sustainability & Resilience:** Use durable materials, passive solar, storm shelters, and backup power
- Tech Readiness:** Plan for drone storage/workshop, EV fleets, real time crime center, and photovoltaic power systems

FIRE STATION BEST PRACTICES

-  Cancer Prevention
-  Sleep Health
-  Mental Wellness
-  Camaraderie
-  Physical Fitness



POLICE FACILITY BEST PRACTICES

-  Officer Safety
-  Operational Efficiency
-  Circulation
-  Recruitment & Retention
-  Training
-  Cultural Identity
-  Maximize budget



FUTURE-PROOFING STRATEGIES

-  Modular Planning
-  Flexible Layouts
-  Inclusive Design
-  Sustainability & Resilience
-  Tech Readiness





RELEVANT FIRM
EXPERIENCE

02

RELEVANT FIRM EXPERIENCE

A thoughtfully assembled team with the technical depth, local insight, and shared values to deliver public safety facilities that serve Novi today and adapt for tomorrow.

The following projects reflect the expertise, creativity, and rigor our team brings to public safety design. From co-located police-fire headquarters to adaptable training facilities and civic buildings rooted in their communities, these examples demonstrate how our integrated team turns complex challenges into high-performance, purpose-driven solutions.

We've selected this work to mirror the goals of the City of Novi: resilience, readiness, operational clarity, and civic pride. What you'll see isn't just technical delivery—it's architecture and engineering shaped by listening, refined by collaboration, and built to last.

We offer more than just our projects. Our history and commitments to the Community sector have allowed us to explore and define public safety buildings and the impact on their communities. These projects tell a story not just of what we've built, but how those experiences work together. Thoughtfully. Responsively. As One Team.



ABOUT OUR TEAM

400+

Staff Members

AIA 2030
MEP 2040

Signatory Firm

100+

Government and
Community Projects

HED

At HED, great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firm has a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

OUR CORE VALUES

Our people come first, and it is our shared values that support the close collaboration of our team of talented individuals to consistently deliver the design excellence that advances your world.

- **Critical Thinking** / What we do; in our design process to question and resolve, to make optimized, informed decisions to deliver progressive outcomes.
- **Integrated Practice** / Who we involve; as we share and collaborate to leverage our diverse expertise to create rich, substantive solutions?
- **Design Excellence** / Why we exist; to create noteworthy designs that captivate the human spirit with measurable results though the power of design.

BRWARCHITECTS

BRW Architects is not interested in merely being different; we strive to understand Today's Emergency Service. What differentiates us is our ability to balance the aesthetic nature of buildings with both the cost effectiveness and longevity of service your community demands. Public safety buildings in Novi are a civic cornerstone. They must be transparent, welcoming, and secure - not institutional or intimidating. The co-location of Fire and Police at a new Public Safety HQ is an opportunity to embody unity, efficiency, and accessibility. We'll amplify this through civic architecture, public art integration, and a clear "front door" identity.

For over four decades, we have developed a successful design approach that provides quality, affordable facilities to our clients. But it is our focus on delivering design that inspires and enhances local communities that sets our projects apart. Key design success factors include creating appropriately scaled spaces that can be controlled visually, secure tech zones, integrated civilian transparency features, fully inclusive locker & decontamination facilities that respond to operational realities, have clear circulation patterns, integrate daylighting, and make creative use of value-based, yet non-institutional, materials.

800+

Experts of Diverse
Backgrounds

24+

Years Working with
City of Novi

10

Collaborative Disciplines



We are a team of over 800 people from different backgrounds in 26 different cities across Michigan, Ohio, Indiana, Pennsylvania, Kentucky, Florida and Tennessee, striving to use our combined expertise and talents to continually advance the communities we serve.

Our work spans across the public and private sector—including municipalities, state and federal agencies, Fortune 100 companies, developers, schools, universities, and more.

As a growing firm with full-service capabilities under one roof, we're listed on ENR's list of Top 500 Design Firms and recognized for our contributions to our industry. But it's not awards or personal gain that drives us. It's a passion for making a difference through innovative, people-focused problem solving, design and ideas that drive whole communities forward — today, and well into the future.

270+

Public Safety Projects

350+

Communities Served

180+

Staff Members

10,000+

Cost Estimating Projects

460+

Public Safety Projects

160+

Staff Members



OCMI, Inc. is a respected project management consultancy that excels in quality solutions for the built environment. We take ownership of our clients' needs and challenges, valuing their resources as our own. Established in 1982 as a cost consultancy serving owners and design professionals, OCMI has evolved over the past 43 years to offer comprehensive services covering every aspect of program, project, and construction management. We are a veteran-owned and operated business with twelve offices nationwide.

OCMI leads the way in estimating, scheduling, project controls, and construction management solutions with a reputation for collaboration and innovation. As a valued teaming partner for owners, architects, engineers, and general contractors, our primary focus is to independently protect the best interests of our clients by managing risk and bringing value to the design and construction process. We pride ourselves on our responsiveness to client needs, diligence, and accuracy.

PROJECT RELEVANCY MATRIX

HED, BRW, and OHM bring deep public safety expertise and a clear understanding of Novi’s civic priorities. Our team has designed essential service hubs and public safety facilities that create measurable, community-focused impact. The following case studies highlight our success in delivering outcomes aligned with your goals.

	POLICE STATION	POLICE SUBSTATION	CENTRAL FIRE STATION	FIRE ADMINISTRATION	NEIGHBORHOOD FIRE STATION	SUSTAINABILITY + WELLNESS	PARKING STRUCTURE	WELLNESS FOCUS	TRAINING	COMMUNITY SPACES	DISPATCH	EOC	EVIDENCE PROCESSING	STORM SHELTER	NEW CONSTRUCTION / GROUND UP	DESIGN ARCHITECT	MEP DESIGN SERVICES	LANDSCAPE DESIGN	MASTER PLANNING	FURNITURE	SITE/CIVIL DESIGN
CITY OF LEWISVILLE Tittle McFadden Public Safety Center	●		●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF RICHARDSON Richardson Public Safety Campus	●		●	●		●		●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF WEATHERFORD Weatherford Public Safety Campus	●			●		●		●	●		●		●	●	●	●	●	●		●	●
CITY OF LIVONIA Master Planning + City Hall	●					●		●		●					●	●	●		●		●
CITY OF CELINA Fire Station No. 3					●	●		●	●	●				●	●	●					
CITY OF SAGINAW Central Fire Station			●	●		●		●	●	●		●		●	●	●	●	●			●
TOWN OF PROSPER Prosper Public Safety Campus	●		●	●		●		●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY OF WYLIE Wylie Fire Station No. 4		●			●	●		●	●		●			●	●	●	●	●			●
TOWN OF LITTLE ELM Little Elm Public Safety Annex		●			●	●		●	●					●	●	●	●	●			●
CITY OF ALLEN Fire Station No. 2 & 6														●	●	●					
CHARTER TOWNSHIP OF NORTHVILLE Essential Services Complex	●		●	●		●		●	●	●	●	●	●	●	●			●	●		●



A modern public safety headquarters designed to serve a growing city with wellness-focused spaces, future-ready operations, and a civic presence rooted in community trust



CITY OF WEATHERFORD

Weatherford Public Safety Campus

The City of Weatherford sought to relocate its Police Department to a new Public Safety Campus to accommodate the department's growth, address evolving security and safety needs, and position it closer to the historic city center. The facility is intended not only to serve as the new Public Safety Headquarters but also as a symbol of strength and safety for the city, acting as a landmark gateway for those entering from Fort Worth.

The new Police Station is designed with future expansion in mind while incorporating multiple levels of security. The design emphasizes the mental and physical wellness of officers and staff, featuring natural light, outdoor views, exercise spaces, an outdoor exercise courtyard, and a 1/4-mile running track. Additional amenities include a decompression courtyard, quiet/wellness rooms, and prominently designed staircases to encourage movement and promote overall well-being.

Location / Weatherford, TX
Construction Cost / \$19M
Project Size / 36,700 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2022

Reference
 Lance Arnold
 Former Chief of Police
 City of Weatherford
 918.259.8400

PERFORMANCE-DRIVEN RESULTS

- **Consolidated Police & Fire Administration** in one building
- Managed a **bond-funded project with strict budget controls** and transparent community reporting
- **Replaced outdated facilities with modern spaces** sized for current emergency vehicles, equipment, and staffing
- Created **privacy zones for sensitive public interactions** and confidential staff discussions
- **Integrated wellness-focused design**, including mental health spaces, natural lighting, and ergonomic work areas
- **Balanced civic presence with non-institutional finishes** for a welcoming, authoritative facility



A forward-looking civic facility unifying Lewisville's public safety services, supporting growth, honoring legacy, and maintaining 24/7 operations through phased delivery and community-centered design.



CITY OF LEWISVILLE

Tittle McFadden Public Safety Center

The Tittle McFadden Public Safety Center replaces outdated and undersized facilities for Lewisville's Police Station, Fire Administration, Central Fire Station, Quartermaster, Data Center, 911 Dispatch, and adds a state of the art EOC facility integrated with training and multi-use space along with a five level parking garage. The new facilities provide for current needs with the ability to accommodate expanded staff to support the projected city build-out.

Lewisville's public safety departments share a rich history of service that is also embodied by the long and distinguished contributions of its beloved namesake Fire and Police chiefs. The spirit of the community, guiding principles of the City, and core values of the public safety departments are represented in the architectural concept that presents a welcoming front porch to the community, pride in outstanding service, and focus on support for community and the dedicated staff who serve them. The architecture provides strategically located night lighting lanterns that symbolize the service and security provided by the public safety departments.

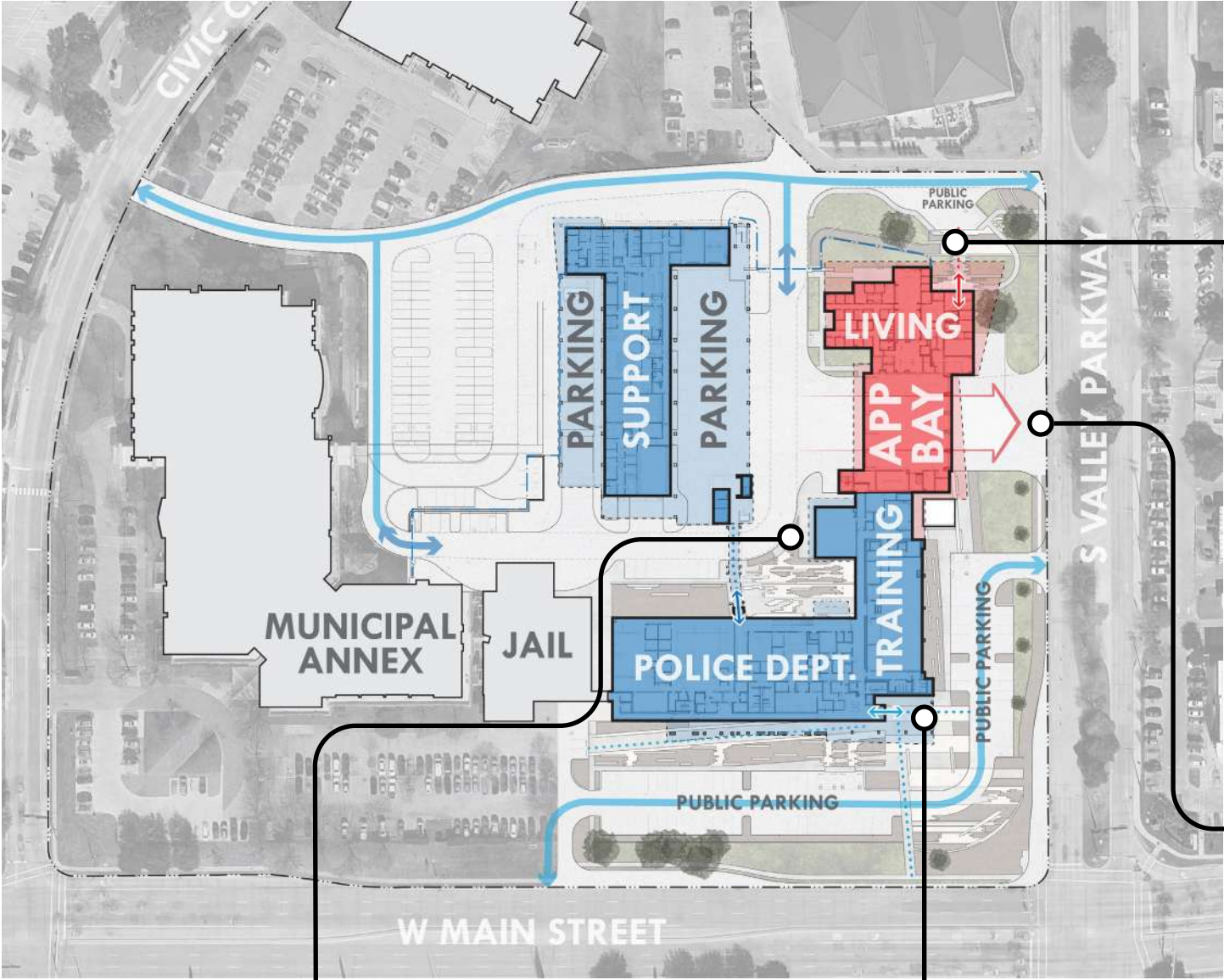
Location / Lewisville, TX
Construction Cost / \$103M
Project Size / 116,000 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2025

Reference
 William Wawro
 Assistant Chief of Police
 City of Lewisville
 972.219.3612

PERFORMANCE-DRIVEN RESULTS

- **Consolidated Police, Fire, EOC, and Dispatch** into a single public safety facility
- **Accommodated expansion** for a growing, diverse department
- **Maintained multi-agency security** by providing secure workspaces for partner agencies and task forces
- **Streamlined operations** through efficient solutions for evidence processing, equipment storage, and lockers
- **Uninterrupted 24/7 service** with phased construction strategies
- **Promoted community engagement** by including flexible training and education spaces for both staff and the public

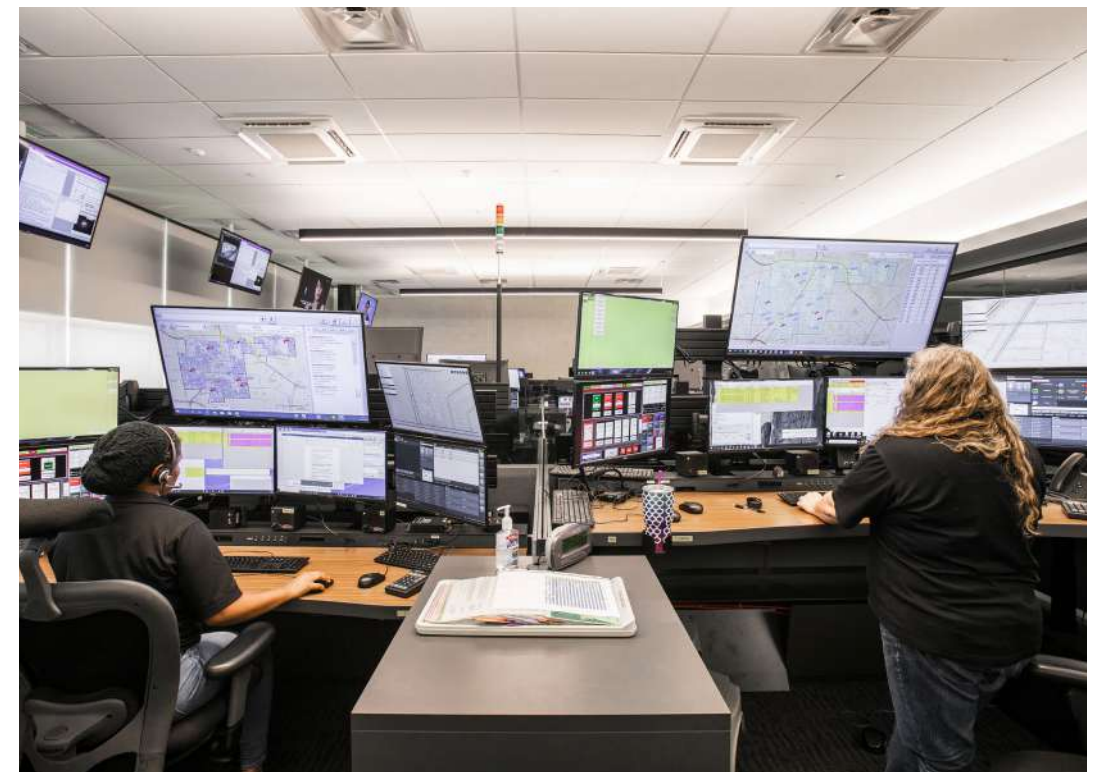
LEWISVILLE TITTLE MCFADDEN PUBLIC SAFETY CENTER





Co-located public safety facility purpose-built to reflect Richardson's values and support service delivery, diverse staffing, and phased, uninterrupted operations.

BRWARCHITECTS



CITY OF RICHARDSON

Richardson Public Safety Campus

This 10 acre public safety campus includes a Police Headquarters, site development, 911 Dispatch, and a Fire Station. The architectural approach to this challenge has been realized through material selection, location, plan organization, and concepts as set forth by the Richardson Police & Fire Departments. A separate multifunctional Support Building fulfills several operational needs in a more utilitarian setting than the primary headquarters building. This structure serves non-office spaces such as vehicle bays for inspection and evidence processing, as well as command vehicle and trailer storage. SWAT Locker Room, SWAT Briefing, and Explosive Weapons Storage are also located in this building, as well as oversized property/evidence storage and bicycle storage.

The presence of native stone characterizes strength and pride for the city, while the corner location of the Community Room emphasizes a visual connection back to the citizens. Within the portico is a large portal that extends out from the face of the facade which accentuates the main entry door. The continuation of wood soffits and exposed structure highlight an impression of authenticity in the building composition, a strong value upheld by the department.

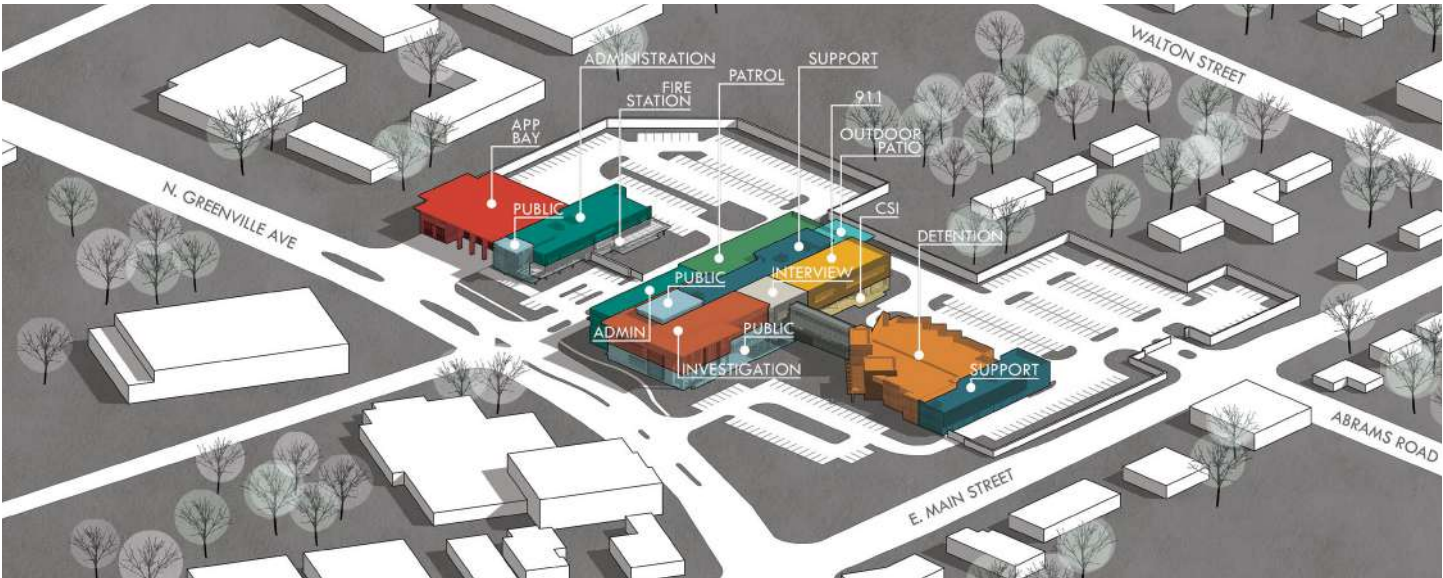
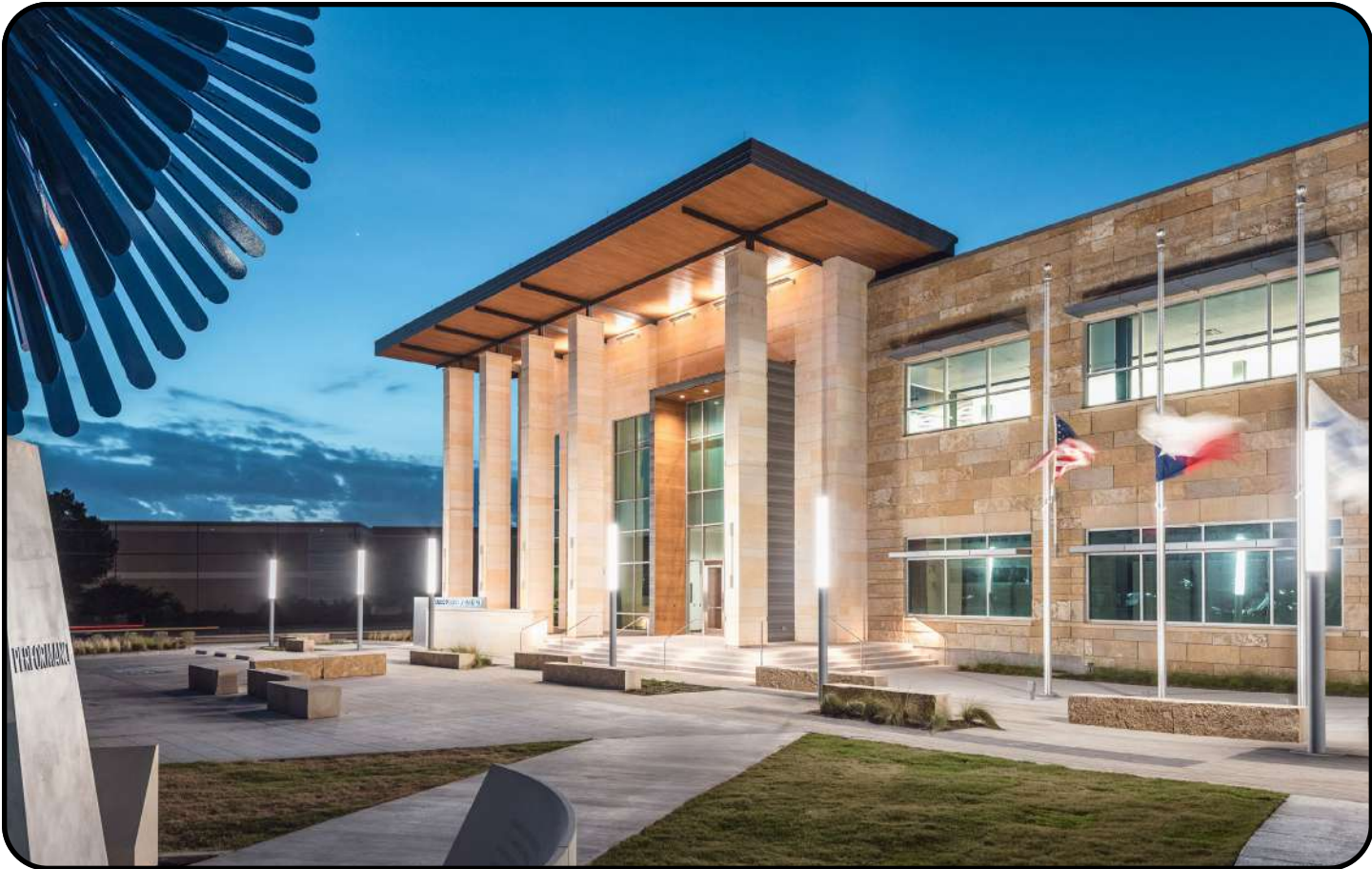
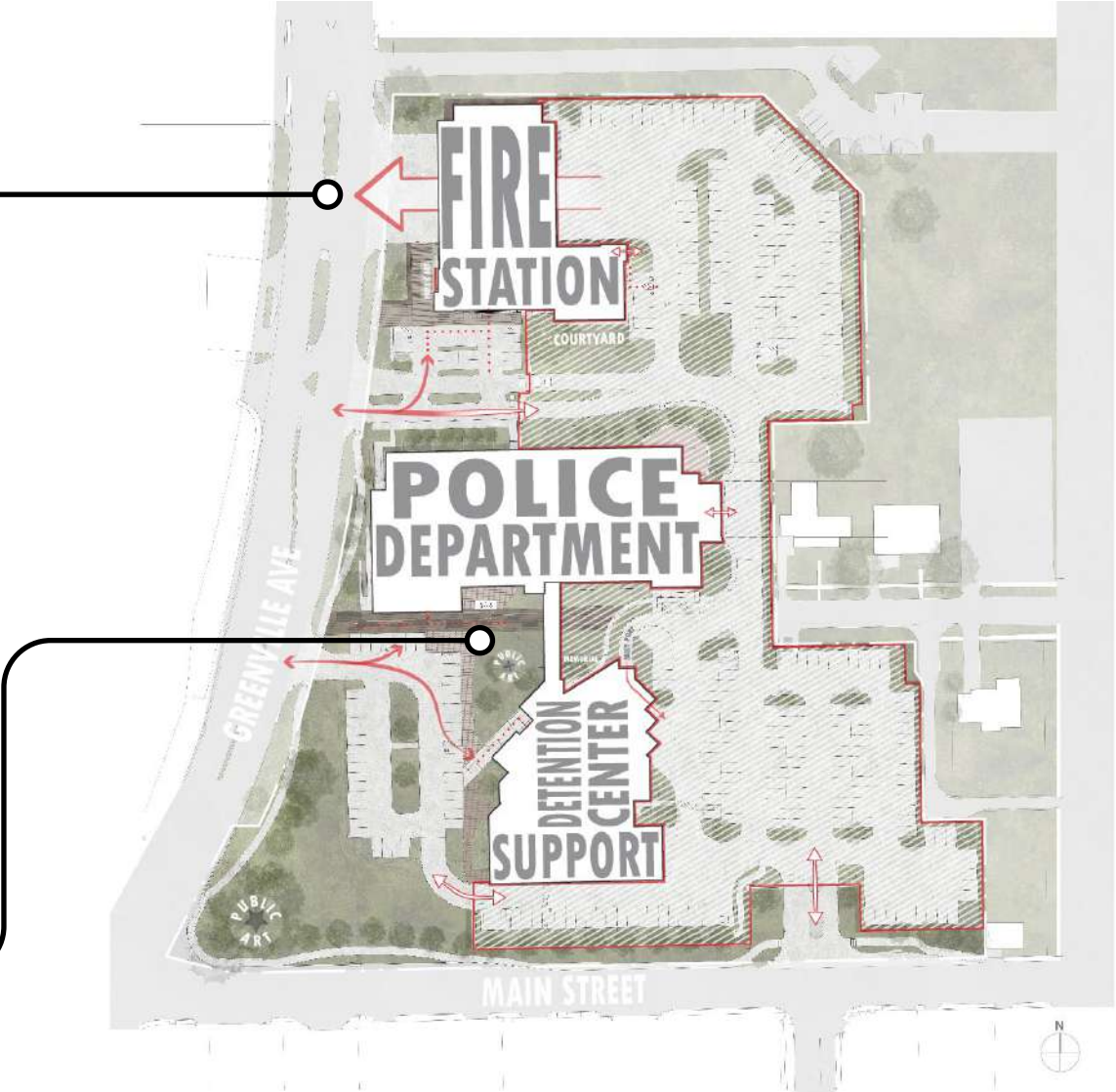
Location / Richardson, TX
Construction Cost / \$50M
Project Size / 112,000 SF
Project Type / New Construction
Firm / BRW Architects
Role / Prime Firm, Project Designer, & Architect of Record
Completion / 2021

Reference
 Gary Tittle
 Chief of Police
 City of Richardson
 972.744.4822

PERFORMANCE-DRIVEN RESULTS

- Developed a **co-located campus with shared services** and distinct police/fire zones to support both collaboration and security
- Designed **gender-inclusive accommodations** and decontamination pathways to enhance staff health, safety, and privacy
- Integrated **scalable, future-ready technology** infrastructure to meet evolving public safety and communication demands
- Added **community-facing spaces and transparency features** to support community policing while upholding security protocols
- Delivered **sustainable design and flexible interiors** to extend the building's useful life and operational performance

RICHARDSON PUBLIC SAFETY CAMPUS





UFA FIRE STATION NO. 125 | MIDVALE, UT



LITTLE ELM, TX FIRE STATION NO. 3



CANYON LAKE, TX FIRE STATION NO. 54



HOLLAND, MI FIRE STATION NO. 1



RICHARDSON, TX FIRE STATION NO. 3



CALISTOGA, CA FIRE STATION NO. 1



WYLIE, TX FIRE STATION NO. 4



PROSPER, TX FIRE STATION NO. 4



SACRAMENTO, CA FIRE STATION NO. 14



DALLAS, TX FIRE STATION NO. 32

BRW has designed and built 250+ neighborhood fire stations.

For each station, our award-winning team strives to capture the individual character and strength of the crews that call our facilities home.



GRAND ISLAND, NE FIRE STATION NO. 3



DUNCANVILLE, TX FIRE STATION NO. 1



KLEIN, TX FIRE STATION NO. 3



COLLEGE STATION, TX FIRE STATION NO. 5



UFA FIRE STATION NO 102 | MAGNA, UT



LEWISVILLE, TX FIRE STATION NO. 3



GEORGETOWN, TX FIRE STATION NO. 7



MESQUITE, TX FIRE STATION NO. 4



GRAND RAPIDS, MI KENDALL FIRE STATION



GRAPEVINE, TX FIRE STATION NO. 2



NEW BRAUNFELS, TX FIRE STATION NO. 3



WESTLAKE, TX FIRE STATION NO. 1



LEWISVILLE, TX TITTLE MCFADDEN PUBLIC SAFETY CENTER



MANSFIELD, TX POLICE HEADQUARTERS



ROYSE CITY, TX POLICE HEADQUARTERS



WEATHERFORD, TX PUBLIC SAFETY CAMPUS

At BRW, we lead with operational insight, technical rigor, and a deep respect for community identity.

Our **law enforcement** portfolio spans decades and includes award-winning police stations, training centers, and public safety complexes.



PROSPER, TX POLICE HEADQUARTERS



RICHARDSON, TX PUBLIC SAFETY CAMPUS



GARLAND, TX POLICE PROPERTY ROOM



RICHARDSON, TX POLICE MEMORIAL



TEXAS PARKS & WILDLIFE GAME WARDEN STATE HEADQUARTERS



GRAND PRAIRIE, TX EMERGENCY OPERATIONS CENTER



LITTLE ELM, TX PUBLIC SAFETY ANNEX



OHM Advisors led site planning and infrastructure design for a new civic campus integrating police, fire, and public works on a legacy state site, balancing operational needs with long-term community vision through deep local expertise.



CHARTER TOWNSHIP OF NORTHVILLE Northville Township Essential Services Complex

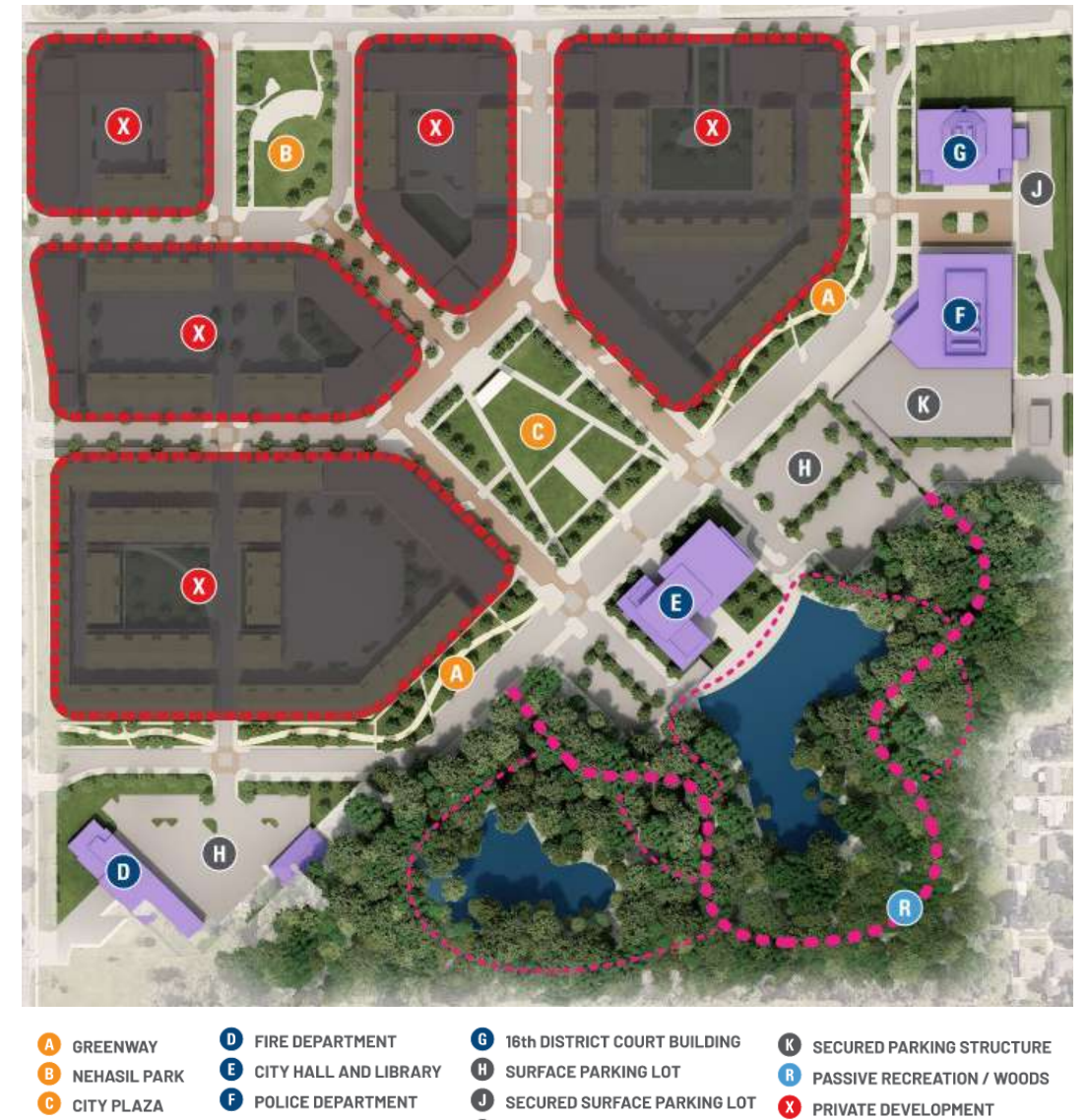
To address aging and undersized essential services infrastructure, Northville Township committed to a new police, fire, and public works complex, now known as the Essential Services Complex (ESC). OHM Advisors played a key role in the planning, permitting, and site design of the ESC, located on a 232-acre parcel formerly owned by the State of Michigan. The parcel included decommissioned institutional infrastructure, which OHM helped evaluate, repurpose, and integrate into a master plan that balances civic needs with community wellness.

OHM's familiarity with local standards, utilities, and agency processes enabled seamless coordination with the Township and other project partners. The ESC anchors the eastern edge of the site, which will become Legacy Park—a large-scale public amenity focused on recreation, education, and community engagement. OHM's ability to integrate operational requirements with long-term civic vision was critical to delivering a safe, functional, and future-focused public safety campus.

Location / Northville, MI
Construction Cost / \$33M
Project Size / 116,000 SF
Project Type / New Construction
Firm / OHM
Role / Construction Engineering, Landscape Architecture, Transportation Planning, Site Design, Stormwater Engineering, Planning, Survey
Completion / 2024
Reference
 Scott Hilden
 Director of Public Safety
 Charter Township of Northville
 248.662.0458

PERFORMANCE-DRIVEN RESULTS

- **Transformed a decommissioned state property** into a master-planned civic asset spanning 232 acres
- **Delivered integrated site planning** for police, fire, and public works in a consolidated Essential Services Complex
- **Evaluated and repurposed legacy infrastructure** to support modern essential services and long-term public use
- **Aligned infrastructure design with Township standards** through close coordination with local agencies and utilities
- **Balanced operational needs with civic vision** to support both immediate services and long-term community wellness



CITY OF LIVONIA

City Center of Livonia Master Plan & City Hall

The Livonia City Center initiative combines a visionary master plan with a detailed programming study to guide the development of a vibrant, civic-focused downtown. HED, in collaboration with Design Workshop and Plante Moran Realpoint, helped shape a dynamic, place-based plan rooted in community engagement, operational alignment, and long-term flexibility. The master plan emphasized walkability, housing diversity, and the integration of municipal functions with commercial and civic destinations. Through a four-phased approach, the team laid the foundation for new development while preserving public trust and enhancing access to city services.

The programming study advanced this vision by planning a co-located City Hall and Library, creating a multifunctional civic hub designed for collaboration, shared services, and inclusive access. The project demonstrates our team's strength in shaping complex, multi-user facilities that break down silos and reflect a city's identity. These same principles apply to the City of Novi, where we bring the same depth of planning, stakeholder partnership, and civic foresight to deliver a modern public safety campus that will grow with the city and serve as a lasting symbol of public investment and community connection.

Location / Livonia, MI
Construction Cost / TBD
Project Size / 71.6 Acres
Project Type / Master Plan
Firm / HED
Role / Prime Firm, Architecture
Completion / 2025

Reference
 Maureen Miller Brosnan, Mayor
 City of Livonia
 734.466.2201

Paul Theriault
 Plante Moran Realpoint
 248.229.1884

PERFORMANCE-DRIVEN RESULTS

- **Team partnership** with HED, OHM, and Plante Moran Realpoint
- Planned a co-located City Hall and Library to establish a **multifunctional civic hub** for shared services and inclusive access
- **Planning discussions with Chief of Police and Fire** to make key decisions on placement within Master Plan
- **Advanced a place-based civic vision** through a collaborative master plan rooted in community engagement
- **Demonstrated expertise in multi-user facilities** that promote collaboration and reflect civic identity



CITY OF CELINA

Downtown Center and Parking Garage

The Downtown Center for the City of Celina, TX, will be the first element of a transformational plan for the City's growing downtown. As one of the fastest-growing city in the country, Celina sought to elevate the experience of residents, visitors and staff, while still maintaining connections to the city's history and surrounding context and providing much needed parking. The new project will open onto an expanded Town Square, creating a new public commons with day- week- and year-round activity. With a blend of traditional and contemporary materials and forms, the Downtown Center's design celebrates both Celina's past and its bright future.

From the ground floor library spaces (the project increases Celina's public library capacity by nearly 500%) to the fourth floor event deck with its outdoor roof lawn, to the shaded Secret Garden reading circle, the Downtown Center has been designed for the residents of Celina. Spaces to gather, spaces to encounter friends and neighbors, and spaces for collaboration are scattered through the building, creating an environment that welcomes whatever activity the future may bring.

Location / Celina, TX
Construction Cost / \$79M
Project Size / 115,000 SF, 277 cars
Project Type / New Construction
Completion / 2026

Reference
 Kim Brawner
 Executive Director of Public Services
 City of Celina
 972.310.0185

PERFORMANCE-DRIVEN RESULTS

- Project integrated into **downtown community and town square**
- Architecture **responsive to downtown master plan**
- **Public engagement** and multiple City Council presentations
- **Multi-phase** project
- **Planned for future proofing** for change and expansion
- Designed for **shared community spaces**
- **Combined multiple city administration departments** and community space



The PESB features a central active zone with conference and social spaces to foster collaboration between scientists and the MSU community.



MICHIGAN STATE UNIVERSITY Plant and Environmental Sciences Building (PESB)

HED served as Architect and Engineer of Record in partnership with CannonDesign as Designer and Lab Planner for the new Plant and Environmental Science Building (PESB) at Michigan State University. This advanced research facility was designed to support cutting-edge work at the intersection of plant science, environmental response, and sustainable agriculture. Located in the heart of MSU's science neighborhood, the 120,000 SF building consolidates plant science research programs previously housed across multiple campus locations. By bringing together scientists, researchers, and graduate students under one roof, PESB enables meaningful interdisciplinary collaboration, improves operational efficiency, and supports long-term institutional growth.

HED's role as Architect and Engineer of Record facilitated seamless integration of systems, safety, and performance into a complex research environment. As AOR and strong collaborative partner, we ensured that design intent was flawlessly executed to deliver on the value proposition of the combined team. PESB supports long-term innovation in food security, environmental resilience, and regenerative farming. Its thoughtful planning and technical execution demonstrate how building design can accelerate mission-driven outcomes and deliver enduring public value.

Location / East Lansing, MI
Construction Cost / \$120M
Project Size / 150,000 SF
Project Type / Renovation
Firm / HED
Role / Architect of Record,
 Engineer of Record, Technology
Completion / 2025

Reference
 Chrislyn Particka, Director
 MSU Plant Science Research
 Greenhouse Facility
 315.651.9682

PERFORMANCE-DRIVEN RESULTS

- **Led as Architect and Engineer of Record** to deliver a technically advanced research facility
- **Welcoming to the community** by creating flexible seminar and meeting spaces with advanced technologies that encourage usage and collaborations between building users and community
- As EOR, **integrated complex infrastructure and systems** with robust BMS controls that allows building to adapt and change to the complex needs of researchers
- **Supported long-term institutional growth** through thoughtful planning and operational efficiency and careful life cycle costing that drove long term solutions that reduce maintenance and operational costs
- Demonstrated design's role in mission-driven impact by **aligning building performance with public and academic value**

HED | BRWARCHITECTS



**PROJECT
ORGANIZATIONAL
CHART AND TEAM
RESUMES**

03

UNIFIED, RESPONSIVE, AND BUILT FOR IMPACT

For the City of Novi, delivering a future-ready public safety campus requires more than technical coordination. It demands a design process that is inclusive, adaptable, and grounded in trust.

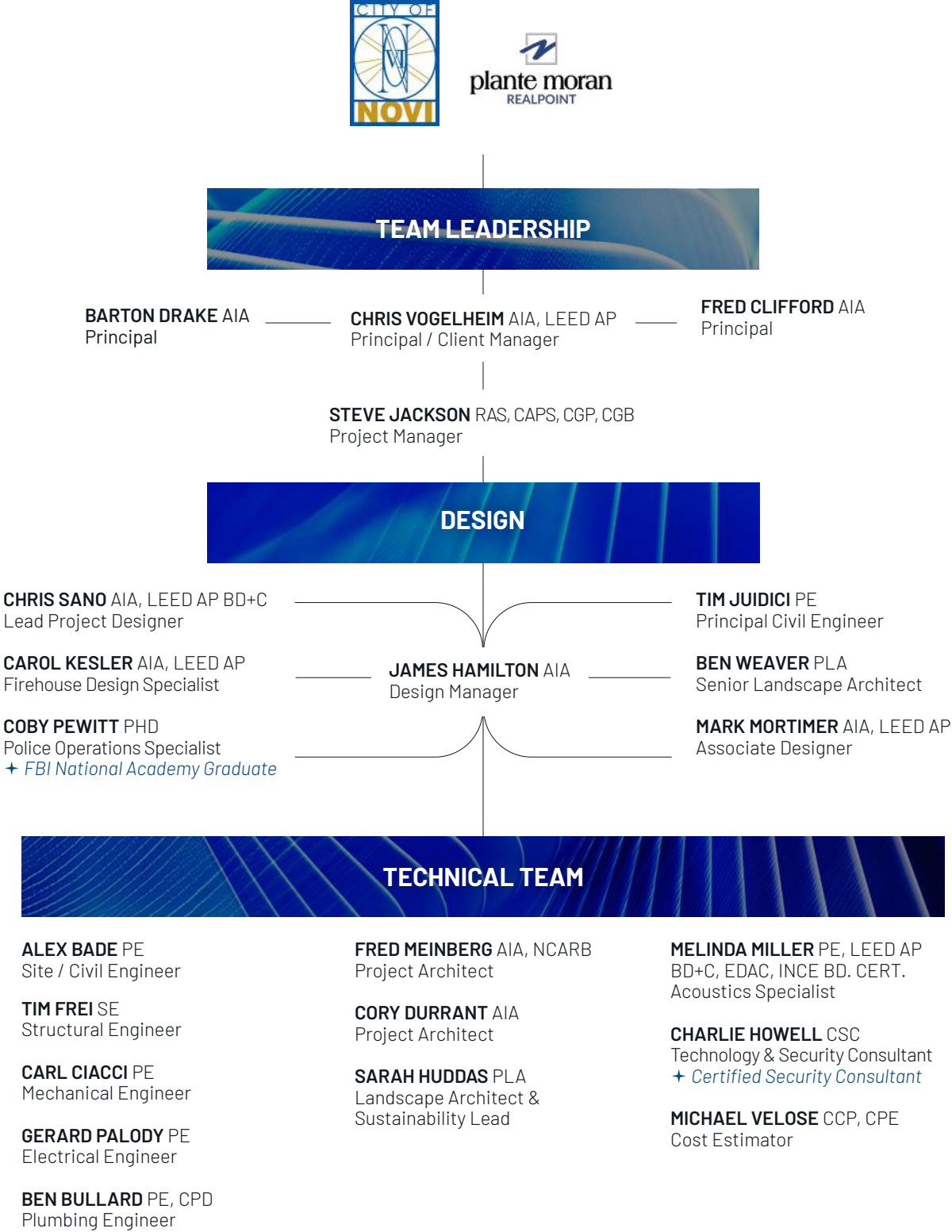
Our team operates as a fully integrated and multidisciplinary unit. With HED as Architect and Engineer of Record, BRW as Design Architect, and OHM as Civil Engineer, we are structured to foster early alignment, clear communication, and shared accountability from programming through post-occupancy. Each firm brings complementary strengths and a commitment to delivering spaces that reflect Novi's civic identity and operational priorities.

Through centralized coordination, regular stakeholder workshops, and continuous internal design huddles, we maintain momentum, minimize friction, and facilitate informed decisions and transparency. Our process uses shared models, real-time collaboration, and coordinated discipline work plans to align civil, architectural, MEP, and site planning systems.

We also understand that Novi's project is as much about people as it is about buildings. Our team is structured to elevate community voice, department-level insight, and long-term city vision. From early visioning through final documentation, we will engage leadership from Police, Fire, and Facilities, while integrating input from auxiliary staff, volunteers, and community stakeholders. Our phased approach is designed to align with the City's fiscal strategy and bond implementation needs.

We are unified in process, flexible by design, and deeply invested in helping Novi create a civic campus that inspires confidence and serves its community for generations to come.

ORGANIZATIONAL CHART



CHRIS VOGELHEIM AIA, LEED AP

Principal-in-Charge / HED

“I embrace change and challenge convention within the scope of the greater project vision to meet client needs and objectives.”

Chris serves as the Principal-in-Charge and Primary Point of Contact for the City of Novi Public Safety Program. He will provide clear technical direction, design integration, and quality oversight across all project phases. His human-centered approach helps him navigate the operational demands and stakeholder priorities unique to essential-service facilities. With deep experience in coordinating large teams and aligning diverse user needs, Chris brings engaged, responsive leadership to every project.

EDUCATION

Master of Architecture, University of Michigan
Bachelor of Science, Architecture, University of Michigan

REGISTRATIONS

Registered Architect: MI
LEED Accredited Professional
National Council of Architectural Registration Boards (NCARB)

MICHIGAN TECHNOLOGICAL UNIVERSITY, H-STEM ENGINEERING & HEALTH TECHNOLOGIES COMPLEX

Houghton, MI
Principal-in-Charge. 91,000 SF state-of-the-art STEM facility supporting interdisciplinary research, instructional labs, and health technologies with secure zones and flexible lab planning. The building accommodates multiple user groups with distinct operational needs while promoting collaboration across departments through shared core spaces.

SUBARU RESEARCH AND DEVELOPMENT CENTER

Van Buren Township, MI
Principal-in-Charge. 56,000 SF multidisciplinary R&D facility for Subaru that integrated secure testing areas, vehicle bays, engineering offices, and collaborative spaces into a high-performance, flexible environment. The project included coordination of vehicle circulation, large equipment infrastructure, and controlled access zones.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION

Ann Arbor, MI
Principal-in-Charge. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

100+
Projects in Michigan

32+
Years of Experience



STEVE JACKSON RAS, CAPS, CGP, CGB

Project Manager / HED

Steve is a seasoned project leader with deep design-build experience and a proven track record delivering high-performance facilities.

Steve Jackson brings extensive experience managing complex civic projects, including police and fire facilities, with deep expertise in design-build delivery. As a former firm owner, he offers strong business acumen, construction fluency, and technical leadership from programming and budgeting to construction and closeout. Steve is known for translating operational goals into cost-effective, high-performance solutions while fostering collaboration across clients, consultants, and contractors.

EDUCATION

Bachelor of Architecture, Architecture Design & Theory, University of Kentucky

REGISTRATIONS

Registered Accessibility Specialist, Texas Accessibility Standards Academy
Certified Aging-In-Place Specialist
Certified Green Professional
Certified Graduate Builder

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Project Manager. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF WILLS POINT, PRECINCT 3 POLICE SUB-STATION

Wills Point, TX
Project Manager. New sub-station in historic downtown Wills Point, serving a small community with tight operational footprint and legacy context. The project integrates secure evidence storage, dispatch space, and office zones within a compact footprint—demonstrating adaptability and civic sensitivity.

TOWN OF FLOWER MOUND – FIRE DEPARTMENT STATION NO. 3

Flower Mound, TX
Project Manager. Designed a modern fire station with apparatus bays, EMS support, and a reservable community room open daily to the public—promoting transparency and department-community interaction. The station serves as a technical hub for emergency response serving a rapidly growing suburban community.

50+

Community and Government Projects

25+

Years of Experience



BARTON DRAKE AIA

Principal / HED

Barton is a civic design leader with a strong public safety portfolio.

Barton Drake has deep expertise in designing civic spaces that reflect community values and operational needs. His portfolio includes city halls, libraries, recreation centers, and public safety facilities, all grounded in thoughtful integration of program, site, and user experience. With a foundation in both design and construction, Barton brings a balanced, hands-on approach that delivers durable, purpose-driven facilities built to serve and inspire. He fosters strong client relationships and guiding projects with clarity from vision to execution. Barton’s public safety work is defined by designs that strengthen connection, support those who serve, and adapt to community growth.

EDUCATION

Bachelor of Architecture, University of Texas at Austin

REGISTRATIONS

Registered Architect: TX, LA

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Principal-in-Charge. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF ALLEN, FIRE STATION NO. 6

Allen, TX
Principal-in-Charge. 21,000 SF, five-bay fire station designed to support long-term operational needs and ease of maintenance. Included co-ed living quarters, fitness and dining areas, and secure apparatus bays . The project was designed in close coordination with fire leadership to reflect the city’s civic identity and meet site constraints.

CITY OF CELINA, FIRE STATION NO. 3

Celina, TX
Principal-in-Charge. 23,200 SF five-bay fire station that balances operational performance with architectural sensitivity to the surrounding residential neighborhood. Served as a prototype model for future satellite stations, with a collaborative, city-facing design process that included multiple aesthetic options for Council approval.

CITY OF CELINA, GOVERNMENT CENTER AND PARKING GARAGE

Celina, TX
Led the design of a 115,000 SF civic facility and 277-car parking garage as part of Celina’s downtown revitalization, blending public services, flexible gathering spaces, and library expansion into a single destination. The project features a roof deck, outdoor commons, and indoor collaboration areas to promote year-round community use, while honoring the city’s historic context.

66+

Community and Government Projects

40+

Years of Experience



FRED CLIFFORD AIA

Principal / BRW Architects

"Good architecture doesn't happen by accident—it takes experience, discipline, and a clear understanding of how every piece fits together."

Fred has over 35 years of experience in architecture and construction. Known for his technical insight and leadership, Fred oversees projects from early design through construction. He guides teams through the complexities of budget, programming, design, and planning, for well-coordinated and successful project delivery. His expertise has been instrumental in leading numerous municipal projects.

EDUCATION

Texas A&M University, Master of Architecture
The University of Texas at San Antonio, B.S. in Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 21241

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Manager. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Principal-in-Charge. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Principal-in-Charge. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Principal-in-Charge. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

35+

Years of Experience in
Public Safety

20+

Public Safety Projects Led

\$100M+

In Public Safety
Construction



JAMES HAMILTON AIA

Design Manager / BRW Architects

"The success of a police facility hinges on understanding the details and designing spaces that protect the officers who serve within them."

James brings 30 years of experience across a wide range of project types and has focused exclusively on police facilities since joining BRW. He excels at guiding teams through every phase of a project—from early design and entitlements to construction. His deep technical knowledge and commitment to client needs result in high-performing, user-focused facilities.

EDUCATION

Texas A&M University, Bachelor of Environmental Design

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 19050

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Project Manager. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Project Manager. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF MESQUITE, FIRE STATION NO. 8 & PUBLIC SAFETY TRAINING FACILITY

Mesquite, TX
Project Manager. 17,000 SF Fire Station with four pull-through bays, private sleeping quarters, an open kitchen, a dayroom, study spaces, a storm shelter, and a fitness area. The 5,500 SF Public Safety Training Facility includes offices for staff, space for 52 trainees, and a four-story burn tower for firefighter training. A police substation with offices, a kitchenette, and shared public lobby access is also part of the project.

30+

Years of Experience



CHRIS SANO AIA, LEED AP BD+C

Lead Project Designer / BRW Architects

“Design is about more than solving problems. It’s about recognizing the character of a place and using it to shape meaningful public spaces.”

Chris Sano, AIA, is a Principal and Design Director at BRW, where he has co-led the Dallas Civic Projects Studio for nearly two decades. He brings a thoughtful approach to a wide range of public projects, balancing creativity with practical design solutions. Chris is driven by a belief that great civic architecture begins with understanding the identity of the site and the people it serves.

EDUCATION

Texas A&M University, Master of Architecture
Texas A&M University, Bachelor of Environmental Design

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 20028
LEED Accredited Professional

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Project Designer. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Designer. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Project Designer. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Project Designer. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Project Designer. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

25+

Years of Experience

AWARD-
WINNING

Design Record



CAROL KESLER AIA, LEGACY LEED AP

Firehouse Design Specialist / BRW Architects

“Every detail in a fire station matters because when the call comes, the building has to work as hard as the crew inside it.”

Carol is deeply passionate about designing fire stations that not only serve their communities exceptionally well but also support the health, safety, and efficiency of the firefighters who use them. With a career dedicated to fire station design, she has become a trusted mentor and an invaluable resource to both our internal design teams and the Fire Departments we collaborate with.

EDUCATION

Texas A&M University, Master of Architecture
Washington University, St.Louis, B.A. of Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX
LEED Accredited Professional

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Project Manager - Fire. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Project Architect - Fire. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

TOWN OF PROSPER, CENTRAL FIRE STATION & ADMINISTRATION

Prosper, TX
Project Manager. 30,358 SF serves as the hub for fire operations and leadership. The facility features an open public lobby, wellness-focused amenities, and a design that complements the adjacent police headquarters.

CITY OF GARLAND, FIRE STATION NO. 6

Garland, TX
Project Manager. 13,546 SF inspired by mid-century modern architecture, with a staff courtyard, fitness room, and glazed apparatus bays, creating a civic presence along the President George Bush Highway.

CITY OF SAGINAW, CENTRAL FIRE STATION

Saginaw, TX
Project Manager. 24,432 SF two-building complex with a 5-bay fire station, administrative offices, Emergency Operations Center, training spaces, and logistical storage, all supporting community safety and future growth.

40+

Fire Station Projects

28+

Years of Experience



COBY PEWITT PHD

Police Operations Specialist / BRW Architects

“I’ve lived the challenges these facilities are built to solve. My goal is to help create spaces that truly serve the people who protect our communities.”

As a retired Assistant Chief of Police from the Richardson Police Department, Coby brings nearly three decades of command-level law enforcement experience to the team. His leadership in police operations and facility planning— including managing the design and construction of the award-winning Richardson Public Safety Campus— gives this project authentic insight into the needs and culture of a modern public safety headquarters. He specializes in aligning design with operational reality, while also fostering officer wellness, efficiency, and performance through future-focused, technology-enhanced, mission-driven spaces.

EDUCATION

University of Texas at Dallas, Doctor of Philosophy, Master of Business Administration
University of North Texas, Bachelor of Business Administration

REGISTRATIONS

FBI National Academy Graduate - Session 273

AREAS OF EXPERTISE

- Operational Strategy & Culture Alignment
- Facility Planning & Departmental Programming
- Emergency Communications & Technology Integration
- Officer Wellness & Workplace Performance
- Policy & Leadership in Municipal Police Agencies
- Community-Centered Public Safety Design

AFFILIATIONS

- The University of Texas at Tyler
- Adjunct Professor (Remote) May 2025 - Present
- Institute of Law Enforcement Administration
- Adjunct Instructor 2020 - Present

NOTABLE COLLABORATION - RICHARDSON PUBLIC SAFETY CAMPUS

As Assistant Chief, Coby led operational input for the design and construction of the 80,000 SF Richardson Public Safety Campus, including Police, Fire, Emergency Operations, and Communications. His involvement shaped decision-making around departmental adjacencies, officer workflow, and technology integration—helping deliver a facility that enhances both performance and morale.

29+

Years of Law Enforcement Experience



TIM JUIDICI PE

Principal Civil Engineer / OHM Advisors

Tim has worked with many communities on general engineering, CIP and implementation, municipal design services, construction administration, and site development review.

As a Principal/Client Representative in OHM Advisors’ Municipal Services group, Tim is responsible for serving communities. He assists municipalities with the evaluation of their infrastructure and the prioritization of capital investment needs, particularly for transportation, water and sewer system infrastructure.

EDUCATION

Bachelor of Science in Civil Engineering, Michigan Technological University

REGISTRATIONS

Professional Engineer: MI

CITY OF NOVI CRESENT/BEGOLE CONNECTION

Novi, MI
Principal. Included construction of a new roadway connection between Cresent Blvd and Lee BeGole Dr, as well as reconstruction/re-alignment of Lee BeGole and construction of a new round-a-bout at the intersection with 11 Mile Rd. This new roadway alignment allowed for the construction of the City’s new Public Safety Headquarters as well as provide improved access to the existing DPW facility. The project included construction of two new box culverts, water main extension, storm sewer, sidewalks, landscaping, and stream restoration.

CITY OF AUBURN HILLS PARKING LOT IMPROVEMENTS

Auburn Hills, MI
Principal. Improvements to several City-owned parking lots, including Fieldstone Golf Club, Fire Station 1, and Fire Station 3. Parking lots at Fieldstone and Station 1 included removal and replacement of asphalt pavement, curb repairs, drainage structure repairs, and sidewalk improvements. The Station 3 parking lot included complete removal and reconstruction with new concrete pavement, base improvements, sidewalk improvements, and drainage. All of the lots were constructed while maintaining access to the facilities for public, staff, and emergency vehicles.

AUBURN ROAD STREETScape AND EMMONS PLAZA

Rochester Hills, MI
Project Manager. Responsible for median and gateway features along the Auburn Road corridor incorporated into the newly reconstruction roadway. The project also involved construction of a public plaza within the vacated Emmons stree.

CITY OF NOVI VACTOR STATION AND DPW PARKING LOT IMPROVEMENTS

Novi, MI
Project Manager. Included design of upgrades to the DPW facility for compliance with the City’s MS4 permit, which includes construction of a vactor discharge station and reconstruction of portions of the existing DPW lot. The discharge station includes area for sanitary, storm, and street sweeping spoil dewatering and storage. A pad for waste dumpsters is also included as containment for discharge. The parking lot work includes reconstruction of the main entrance drive and lot south of the DPW, construction a new south entrance drive, and concrete pads for material storage and storm water containment.

22+

Years of Experience

10

Years as a Novi Consultant

250+

Career Public Projects



BEN WEAVER PLA

Senior Landscape Architect / OHM Advisors

Ben is a passionate designer with an extensive background in all areas of landscape architecture.

Inspired by the natural environment, Ben is a passionate designer with an extensive background in all areas of Landscape Architecture and Project Management. He is a creative problem solver with an expansive skill set working in the municipal, industrial, commercial, health care and residential sectors. He is a licensed Landscape Architect in the State of Michigan.

EDUCATION

Master of Landscape Architecture, The Ohio State University
Bachelor of Science in Horticulture, Michigan State University

REGISTRATIONS

Professional Landscape Architect: MI

SCIO FIRE STATION NO. 2

Scio Township, MI
Landscape Architect. This project includes the new construction of a 3-bay fire station to expand the community's fire department coverage and reduce emergency response time for township residents and neighboring communities. This project has net-zero carbon emissions as the top project priority and will involve multiple sustainable building practices and energy efficient solutions. The project includes low impact stormwater management methods, solar power generation, geothermal heating/cooling, native plantings, recycled materials usage.

WCAA ROGELL DRIVE REHABILITATION DESIGN SERVICES

Wayne County, MI
Lead Landscape Architect. In conjunction with the Rogell Drive roadway realignment project, the Wayne County Airport Authority wished to include more aesthetic appeal along the main entry access to Detroit Metro Airport (including a custom gateway feature welcome visitors). As a part of the design team for this ongoing project, Ben's responsibilities included design development, project coordination, and quality assurance services for the landscaping design associated with the project. Ben led the development of the landscaping design including development of plans, specifications, and quantities. Ben will also oversee all the planting installations.

AUBURN ROAD STUDY & RECONSTRUCTION

Auburn Hills, MI
Lead Landscape Architect. In addition to the reconstruction of this one-half mile roadway, the City of Rochester Hills is incorporating a new streetscape plan to encourage new growth and development of the area. The streetscape planning includes decorative concrete, rain gardens incorporated within street side plantings, a public plaza, customized decorative fencing, ornamental plantings, alleyway upgrades, and customized gateway features. Ben is responsible for landscape design, oversight, and planning, project coordination, public engagement, and quality assurance services.

RIVERSIDE PARK AMPHITHEATER

Auburn Hills, MI
Landscape Architect. The City of Auburn Hills hired OHM to evaluate its downtown sector in order to enhance the functionality and improve the safety of the corridor while also adding a destination element to the adjacent Riverside Park. Ben was the lead designer for the aesthetic streetscape improvements and the final amphitheater layout and landscape plans. His tasks also included construction documentation and generation of landscape specifications.



22+

Years of Experience

50+

Public Projects

20+

Parks/Memorials/Gathering
Spaces in MI

MARK MORTIMER AIA, LEED AP

Associate Designer / HED

Mark is a thoughtful civic designer with a proven ability to translate operational needs into enduring, community-centered architecture.

Mark Mortimer brings a strong record of shaping impactful civic and public safety facilities through a thoughtful, context-driven design approach. He excels at translating complex operational needs into clear, cohesive architectural solutions that reflect community identity and client priorities. Mark's collaborative leadership and technical fluency helps the design intent carry through every phase of the project.

EDUCATION

Master of Architecture, University of Texas at Arlington
Bachelor of Science, Architecture, University of Texas at Arlington

REGISTRATIONS

Registered Architect: TX
LEED Accredited Professional

CITY OF MCKINNEY, POLICE FITNESS AND TRAINING ADDITION

McKinney, TX
Designer. A 9,000 SF tactical training addition and expanded fitness, locker, and wellness facilities to support a growing police department. Includes a storm shelter designed as a multi-functional training room and a memorial courtyard to honor fallen officers.

CITY OF ALLEN, FIRE STATION NO. 6

Allen, TX
Designer. 21,000 SF, five-bay fire station designed to support long-term operational needs and ease of maintenance. Included co-ed living quarters, fitness and dining areas, and secure apparatus bays. The project was designed in close coordination with fire leadership to reflect the city's civic identity and meet site constraints.

CITY OF CELINA, FIRE STATION NO. 3

Celina, TX
Designer. 23,200 SF five-bay fire station that balances operational performance with architectural sensitivity to the surrounding residential neighborhood. Served as a prototype model for future satellite stations, with a collaborative, city-facing design process that included multiple aesthetic options for Council approval.

25+

Community and
Government Projects

25+

Years of Experience



FRED MEINBERG AIA, NCARB

Project Architect / HED

Fred brings precision and continuity to complex projects, with a track record of guiding them from documentation through construction.

Fred Meinberg brings deep expertise in the renovation and expansion of essential service facilities, with experience spanning planning, architectural design, and technical project administration. His work includes code compliance, secure facility detailing, and coordination across multidisciplinary teams. Fred provides critical support through Revit-based documentation, submittal and RFI management, and construction-phase problem solving that keeps complex renovations on track.

EDUCATION

Master of Architecture, Lawrence Technological University
Bachelor of Science, Architecture, Lawrence Technological University

REGISTRATIONS

Registered Architect: MI

OAKLAND COUNTY PURCHASING DIVISION, 31 E JUDSON REDEVELOPMENT

Pontiac, MI
Project Architect. 220,000 SF renovation of the 31 E Judson building as part of a 10.4-acre urban redevelopment, consolidating 700 County employees and supporting a broader downtown revitalization through master planning, stakeholder engagement, and phased design.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION

Ann Arbor, MI
Project Architect. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

CHARTER TOWNSHIP OF REDFORD, RECREATION AND WELLNESS CENTER

Redford Township, MI
35,000 SF civic recreation and wellness facility focused on community connection, long-term adaptability, and operational alignment. Worked closely with township leadership to validate existing needs, define priorities, and deliver a solution that balanced performance, budget, and growth.

PUBLIC SAFETY PROJECTS / PREVIOUS EXPERIENCE

Various Locations, MI
Fire Stations: City of Rochester, Green Oak Township, Canton Township, City of Warren, Highland Township. **Police Stations:** City of Royal Oak, Green Oak Township, Public Safety (Police & Fire), City of Grosse Pointe.

20+

Projects in Michigan

7+

Years of Experience



CORY DURRANT AIA

Project Architect / BRW Architects

“Clear communication and careful coordination are what turn good ideas into great buildings.”

Cory stands as a cornerstone in our team, holding the role of a Project Architect. With a keen eye for detail and a passion for excellence, Cory takes charge of overseeing the entire spectrum of architectural and construction document production, seamlessly guiding projects from conceptualization to execution. His proficiency in fostering effective communication among clients, consultants, and contractors is exemplary, so that all stakeholders are aligned with project objectives.

EDUCATION

University of Arkansas, Bachelor of Architecture

REGISTRATIONS

American Institute of Architects
Registered Architect: TX Reg. No. 31760

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Architect. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Architect. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF SAGINAW, CENTRAL FIRE STATION

Saginaw, TX
Architect. 24,432 SF two-building complex with a 5-bay fire station, administrative offices, Emergency Operations Center, training spaces, and logistical storage, all supporting community safety and future growth.

CITY OF MESQUITE, FIRE STATION NO. 8 & PUBLIC SAFETY TRAINING FACILITY

Mesquite, TX
Architect. 17,000 SF Fire Station with four pull-through bays, private sleeping quarters, an open kitchen, a dayroom, study spaces, a storm shelter, and a fitness area. The 5,500 SF Public Safety Training Facility includes offices for staff, space for 52 trainees, and a four-story burn tower for firefighter training. A police substation with offices, a kitchenette, and shared public lobby access is also part of the project.

20+

Public Safety Projects Supported

8+

Years with BRW

100,000+

SF Facility Experience



ALEX BADE PE

Site/Civil Engineer / OHM Advisors

Alex’s on-site field experience paired with successful history working with local, state, and federal governments has led to repeated success.

Alex has 15 years of design and construction project experience, servicing a wide variety of clients in assessment, design, construction documents, QA/QC, and field engineering roles. Alex’s on-site field experience paired with a successful history working with local, state, and federal governments, educational entities, as well as private companies has led to repeated success in multi-disciplinary facilities and infrastructure design and construction projects for all types of communities. Alex is also familiar with navigating inter-governmental relationships and other public partnerships to facilitate successful, compliant, and efficient projects.

EDUCATION

Bachelor of Science in Civil Engineering, University of Michigan

REGISTRATIONS

Professional Engineer: MI

NORTHVILLE ESSENTIAL SERVICES COMPLEX

Northville Township, MI

Project Manager and Lead Civil Engineer. Site design and civil engineering lead for a land redevelopment project to repurpose state land into a new Fire, Police, and Public Works complex. An ongoing project with multiple stakeholders and community benefits including additional adjacent recreational space and pedestrian path improvements.

SCIO FIRE STATION NO. 2

Scio Township, MI

Design Project Manager. New construction of a 3-bay fire station to expand the community’s fire department coverage and reduce emergency response time. This project has net-zero carbon emissions as the top project priority and will involve multiple sustainable building practices and energy efficient solutions. The site will be public-welcoming with several points of community interaction.

DEXTER FIRE STATION REPLACEMENT

Dexter, MI

Project Manager. Removal and reconstruction of a critical public safety facility in heart of downtown Dexter. The site involves considerable grading challenges, integration with an adjacent park, architectural and character integration with downtown, and close proximity to the Huron River, a water of the state.

NORTHVILLE FARMERS MARKET

City of Northville/Northville Township, MI

Project Manager. Civil engineering, planning, and architectural effort to evaluate a potential parcel purchase for the intended use as the new location of the Northville Farmer’s Market. Mr. Bade’s led a team in conducting due diligence, environmental site assessments, soil investigations, utility and infrastructure availability, and conceptual test-fit design.

15+

Years of Experience

50+

Public Facility Projects

6

Public Safety Sites in MI



TIMOTHY FREI PE, SE

Structural Engineer / HED

Tim facilitates long-term performance and continuity for essential service buildings.

Tim Frei provides structural engineering and construction administration services to projects, with a concentration on academic and community projects. Tim’s experience in design and retrofit of new buildings and structures located in high seismic regions and providing condition assessments as well as due-diligence reviews for existing buildings and structures. He has seasoned experience with historic buildings, seismic anchorage, restraint of non-structural elements, and alternative energy projects.

EDUCATION

Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATIONS

Professional Engineer: AZ, CA, CO, MI, MO, NM, NV, TN, TX, WI,
Professional Structural Engineer: CA, IL

LOS RIOS COMMUNITY COLLEGE DISTRICT, POLICE DEPARTMENT RELOCATON & TENANT IMPROVEMENT

Sacramento, CA

Renovation and relocation of a campus police department, including secure offices, dispatch, evidence storage, and public interface zones. Designed to support modern policing needs within an existing campus facility while minimizing disruption to ongoing college operations.

LAWRENCE LIVERMORE NATIONAL LABORATORY - ENVIRONMENT SAFETY & HEALTH TRAINING CENTER

Livermore, CA

Structural Engineer. 11,240 SF conversion to adapt an existing building design to a new site / for a new purpose. The design team rotated and flipped the building to allow for a more aesthetic entry while accommodating more lab training functionality.

STATE CONTROLLER’S OFFICE

Sacramento CA

Structural Engineer. Modifications to existing shell building to accommodate tenant build out for the State Controller’s Office. Structural scope included creation of new openings in existing wood sheathed shear walls requiring strengthening of remaining walls utilizing hold downs and new foundations.

33+

Years of Experience

LICENSED

Structural Engineer in 10 States



CARL CIACCI PE
Mechanical Engineer / HED

"Carl is passionate about complex projects with stringent and technically detailed mechanical systems."

Carl Ciacci’s background spans both mechanical contracting and engineering design, giving him a unique ability to navigate constructability, coordination, and system performance with confidence. Carl’s expertise in high-containment labs, hazardous environments, and industrial piping systems translates seamlessly to the mission-critical demands of public safety facilities.

EDUCATION
Bachelor of Science, Mechanical Engineering, Villanova University

REGISTRATIONS
Professional Engineer: CA, CO, SD

STATE OF WISCONSIN, DEPARTMENT OF JUSTICE, FORENSIC SCIENCE & PROTECTIVE MEDICINE FACILITY
Milwaukee, WI
Mechanical Engineer. Specialized facility housing forensic laboratories, medical examiner functions, and law enforcement training spaces. Scope included lab gas and vacuum systems, secure evidence processing utilities, and medical-grade water distribution. The project required detailed coordination with lab planners and state regulatory agencies to support critical operations, system redundancy, and biosafety compliance.

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Mechanical Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

17+
Years of Experience

515,000+
SF Facility Experience



GERARD PALODY PE
Electrical Engineer / HED

Gerard brings technical precision and leadership to power, lighting, and life safety systems across complex projects.

Gerard Palody is an electrical engineer at HED, and responsible for building system concepts and the documentation process for both large, complex projects and smaller projects alike. Gerard has proficient knowledge in power distribution, lighting controls, fire alarm, specification writing, and sustainability/reports on the projects. He is responsible for overseeing other team members within the discipline and is a well-valued team member who responds to client requests in a timely manner.

EDUCATION
Bachelor of Science, Electrical Engineering, California Polytechnic State University - Pomona

REGISTRATIONS
Professional Engineer: CA

RELEVANT EXPERIENCE

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Electrical Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

UNIVERSITY OF MICHIGAN, CENTRAL CAMPUS CLASSROOM BUILDING AND RUTHVEN RENOVATION
Ann Arbor, MI
Electrical Engineer. 235,000 SF adaptive reuse of a historic civic facility, transforming a former museum into a modern administrative and research hub while preserving its iconic rotunda and public spaces. Integrated secure offices, computational research zones, and collaboration areas within a landmark building, balancing heritage conservation with high-performance infrastructure.

WACKER CHEMICAL CORPORATION, INNOVATION CENTER AND REGIONAL HEADQUARTERS
Pittsfield Township, MI
Electrical Engineer. 165,000 SF new construction of a research and development facility integrating office, lab, and secure technical environments. Designed for long-term adaptability and system performance, the project involved complex mechanical infrastructure and stakeholder-driven planning—relevant to the operational demands of co-located public safety facilities.

9+
Years of Experience

500,000+
SF Facility Experience



BEN BULLARD CPD, PE
Plumbing Engineer / HED

Ben brings multi-sector experience with high-performance building projects.

Ben Bullard will support the documentation and coordination of mechanical systems, contributing to efficient, reliable solutions that align with civic performance standards. He will participate in project meetings and provide technical support throughout design development. Ben brings a collaborative approach to system integration, ensuring alignment with architectural and structural goals. His attention to detail and responsiveness will support a smooth coordination process across all disciplines.

EDUCATION
Bachelor of Science, Mechanical Engineering, University of Georgia

REGISTRATIONS
Professional Engineer: CO
Certified in Plumbing Design

STATE OF WISCONSIN, DEPARTMENT OF JUSTICE, FORENSIC SCIENCE & PROTECTIVE MEDICINE FACILITY
Milwaukee, WI
Plumbing Engineer. Specialized facility housing forensic laboratories, medical examiner functions, and law enforcement training spaces. Scope included lab gas and vacuum systems, secure evidence processing utilities, and medical-grade water distribution. The project required detailed coordination with lab planners and state regulatory agencies to support critical operations, system redundancy, and biosafety compliance.

MICHIGAN STATE UNIVERSITY, PLANT AND ENVIRONMENTAL SCIENCE BUILDING
East Lansing, MI
Plumbing Engineer. Flexible academic and research facility housing teaching labs, collaboration spaces, and seminar rooms. Scope included lab gas distribution, acid waste systems, emergency eye wash stations, and water-efficient fixtures to support sustainable campus goals. The project required coordination with lab planning and MEP teams to meet complex user needs while maintaining system performance and code compliance.

NTT GLOBAL DATA CENTERS CH, LLC
Chicago, IL
Plumbing Engineer. 450,000 SF, 54 MW new-build data center facility. Scope included domestic water, storm, and sanitary systems designed for mission-critical reliability, as well as coordination of piping infrastructure to support equipment cooling systems and emergency operations. Emphasis was placed on system redundancy, code compliance, and integration with the facility's high-performance mechanical and electrical systems.

1M+
SF Facility Experience



SARAH HUDDAS PLA
Landscape Architect & Sustainability Lead / OHM Advisors

Sarah integrates her love for nature with her passion for art, sustainable design and culture.

Sarah's goal is to inspire others to experience the outdoors and gain an appreciation and respect for the natural environment through the spaces she is a part of creating, preserving, and/or restoring. Sarah has diverse experience with a variety of projects, including municipal and private planning, campus site design, urban redevelopment, streetscape design, master planning, and marketing efforts. She has completed several projects in all aspects of the design phases, from conceptual development to construction documentation. Sarah has experience with public meetings, developing presentations as well as interfacing with the public.

EDUCATION
Bachelor of Landscape Architecture, Michigan State University

REGISTRATIONS
Professional Landscape Architect: MI

FORD COVE SHORELINE & COASTAL WETLAND RESTORATION FEASIBILITY
Grosse Pointe Shores, MI
Landscape Architect. Project includes the development of a feasibility plan to restore and reestablish native habitat that has been lost on the Ford House grounds and in Ford Cove, including 5.5 acres of coastal marsh, 8 acres of nearshore habitat, 4 acres of adjacent forested wetland and roughly 1 mile of Great Lakes shoreline. Utilizing the latest technology in concert with natural processes and nature-based solutions to impairments in this coastal habitat, this work focuses on the feasibility of harnessing ecosystem services to provide healthy conditions for our native flora and fauna and support the historical and ecological landscape envisioned by the Ford family and Jens Jensen.

SAULT STE. MARIE DOWNTOWN PLACEMAKING & ACCESS
Sault Ste. Marie, MI
Urban Designer. Project work consisted of the reconstruction and rehabilitation of four city street segments and adjacent downtown parking lots. The funding for this project came through a Community Development Block Grant (CDBG). This \$5,000,000 construction project is intended to enhance the roadways and parking areas with new pavement, as well as enhanced site designs and amenities to improve the walkability and aesthetics of the area.

ANN ARBOR PUBLIC SCHOOLS SITE IMPROVEMENTS
Ann Arbor, MI
Lead Landscape Architect. Development of landscape plans for Pioneer High School and Scarlett Middle School entrances from concept iterations through construction documentation. Designs focused on development of spaces that can properly facilitate pedestrian circulation in a safe manner, while also paying careful attention to allow for site amenity access. Enhanced designs for both sites included updated site furnishings, decorative hardscape and planting of mostly native perennials, shrubs and trees to generate a refreshed aesthetic to each school's approach and convey a welcoming yet safe design.

15+
Years of Experience

28
Site Design Projects

8+
Streetscape Projects



MELINDA MILLER PE, LEED AP BD+C, EDAC, INCE BD. CERT.

Acoustics Specialist / ABD Engineering & Design

Melinda Miller’s expertise includes diagnosing and preventing noise problems, designing acoustically optimized environments, and using evidence-based design practices.

A Professional Acoustical Engineer, licensed by the State of Oregon, Melinda has chaired sessions at Noise-con and Inter-noise, presented technical papers and education sessions for the Acoustical Society of America, the American Institute of Architects, and the Chicago Chapter of the Audio Engineering Society.

EDUCATION

Master of Science in Mechanical Engineering, University of Illinois at Chicago
Bachelor of Science in Mechanical Engineering, University of Idaho

CERTIFICATIONS

State of Oregon, Professional Engineer, #88158PE
Institute of Noise Control Engineering (INCE), Board-Certified Member
Institute of Noise Control Engineering (INCE), Certification Board, and Board of Directors
Evidence-Based Design Accreditation and Certification (EDAC)
U.S. Green Building Council LEED AP BD+C

DLR, HILLSBORO POLICE

Hillsboro, OR
Principal Engineer. Acoustical consulting including room acoustics, noise isolation, and mechanical noise control for the Command/Dispatch, Conference Rooms, Private Offices, Open Office spaces and locker rooms. ABD also included a noise study to address sound from the adjacent airport.

SPARK43, MUSKEGON CENTRAL DISPATCH - FIRE STATION

Muskegon, MI
Principal Engineer. After occupancy, when acoustics had not been part of construction and design, ABD provided acoustical testing and recommendations to improve noise and impact isolation for the floor/ceilings and walls, along with room acoustics to address excessive echo in the spaces.

THE ARCHITECTURAL GROUP, POLKTON FIRE STATION

Coopersville, MI
Principal Engineer. Review and recommendations for the construction materials and methods needed to adequately separate spaces from each other.

DEWBERRY, CLEVELAND POLICE HEADQUARTERS

Cleveland, OH
Principal Engineer. ABD began with a noise study and facade recommendations to block noise from the adjacent railway switchyard and roadways. Acoustical guidelines included room acoustics, noise isolation, impact insulation, mechanical noise and vibration control throughout the facility. Association of Licensed Architects Design Awards, Silver Award Winner.

14+
Years Experience

24+
Years with ABD



CHARLIE HOWELL CSC

Technology & Security / Howell Design Group

“Technology is meant to enhance the operations and security of a facility.”

Charlie is a technolgy professional who has over 35 years of experience in the security and technology industry.

Charlie has a unique skillset of designing technology that is driven by how the client will be operating and using the space being designed and built for them. His experience with projects from the early conceptual conversations to post occupancy operational reviews brings this unique perspective to each project.

REGISTRATIONS

Certified Security Consultant

CITY OF LEWISVILLE, TITTLE MCFADDEN PUBLIC SAFETY CENTER

Lewisville, TX
Technology & Security Consultant. 116,000 SF designed to bring police, fire, emergency operations, and support services together on a 16-acre campus. The project features dedicated training spaces and a five-level parking garage to support public safety operations and future growth.

CITY OF WEATHERFORD, PUBLIC SAFETY BUILDING

Weatherford, TX
Technology & Security Consultant. 36,700 SF facility for police, fire administration, emergency management, and fitness spaces, with wellness features and flexible areas for future growth.

CITY OF RICHARDSON, PUBLIC SAFETY CAMPUS

Richardson, TX
Technology & Security Consultant. 80,000 SF brings police, fire, 911 dispatch, and support services together on a 10-acre site for improved community safety and collaboration.

CITY OF ROYSE CITY, POLICE HEADQUARTERS

Royse City, TX
Technology & Security Consultant. 28,000 SF single-story Headquarters supports 45 officers and 15 administrative staff, featuring modern law enforcement spaces, a storm shelter, and dedicated fitness and gathering areas.

CITY OF MANSFIELD, POLICE DEPARTMENT

Mansfield, TX
Technology & Security Consultant. 62,000 SF, two-story facility with dispatch, holding, crime lab, property and evidence storage, backup EOC, and two support buildings for future needs.

TOWN OF PROSPER, PUBLIC SAFETY CAMPUS

Prosper, TX
Technology & Security Consultant. 53,500 SF campus comprised of two buildings: central fire station with administration and EOC, and police headquarters.

35+
Years of Experience

SECURITY

Consultant for all high security BRW projects since 2016



MICHAEL VELOSE CCP, CPE
Vice President/Regional Cost Estimating Manager / OCMI, Inc.

OCMI Inc. has provided cost estimating services for the past 43 years. Our estimates average +/- 3% of the final bid estimate.

Mike Velose has more than 31 years of field experience with civic projects specializing in MEP systems. He understands lifecycle costs and value engineering, making him a valuable asset to design and engineering teams. Mike has experience in leading estimating efforts across all facets of civic building projects and utility systems. He has provided estimates for public safety, courts, detention centers, educational centers, community centers, parks, and housing throughout the United States.

EDUCATION
MS, Technology Management, University of Texas Arlington
BS, Mechanical Engineering, New Mexico State University

CERTIFICATIONS
Certified Cost Professional: AACE International
Certified Professional Estimator: ASPE

GASTON COUNTY, NC, PUBLIC SAFETY CAMPUS PROGRAMMING
Gastonia, NC
Cost Estimating Manager. Programming and planning for the new public safety facility on 14 AC at the corner of North Broad Street and East Davidson Avenue. The campus will house the Office of Emergency Management and Fire Services, Emergency Operations Center, 911 Communications Center, and Gaston County Police to improve customer service, security, safety, accessibility and reduce maintenance and operational costs of the existing facilities.

CENTRAL PIEDMONT COMMUNITY COLLEGE (CPCC), PUBLIC SAFETY TRAINING FACILITY
Matthews, NC
Cost Estimating Manager. Thirty-seven acre development on the CPCC Levine campus. The new build area will include 14 AC simulation driver center with driving tacks for police cars, ambulances, and fire trucks. The buildings will sit on 23 additional acres and house a 90,000 SF, single story, law enforcement building and emergency medical services simulation village of home structures, class A fire burn buildings.

CITY OF CHARLOTTE, PUBLIC SAFETY JOINT COMMUNICATIONS BUILDING STUDY
Charlotte, NC
Cost Estimating Manager. This project was a Cost Estimating Services/Study for the City of Charlotte to renovate a police station and 911 call center. Mike provided Rough Order Magnitude estimates for a 46,983 GFA space with multiple options for building/renovations. Sitework included HVAC, communications systems, employee break areas, elevators, and life safety elements.

CITY OF CHARLOTTE, FIRE STATION #30
Charlotte, NC
Cost Estimating Manager. This all-electric, 14,453 SF firehouse included a 2-story living space and apparatus bays. utility and fitness area. Living space included a watch area, offices, dayroom, dining, Battalion Chief suite, and geothermal pump room on the first floor. The second floor included sleeping areas, lockers, and laundry. OCMI developed estimates at SD, DD, and CD levels.

43+
Years of Experience

10+
Public Safety Projects

10,000+
Projects Estimated





Architectura 19 Engineering Services Proposal Form

BIDDER: Harley Ellis Devereaux Corporation DBA HED
BIDDER'S ADDRESS: 123 West 5th Street, Royal Oak, MI 48067

BIDDER'S MAIN CONTACT FOR PROPOSAL: Chris Vogelheim
MAIN CONTACT'S PHONE NUMBER: 248.262.1628
MAIN CONTACT'S EMAIL ADDRESS: cvogelheim@hed.co

All proposals submitted may not be withdrawn and shall be irrevocable for a minimum period as defined in this RFP.

A. COST PROPOSAL

a. For Scope of Services as described and required in the RFP and AIA B101-2017 as modified:

- Total lump sum fee for complete design services: \$

Fee for basic services including: Program verification, design, architecture, structural, MEP, fire protection, interior design, specifications = 6.25% of construction = \$4,125,000.00

Fees for site design including Civil Engineering, stormwater management, drainage, grading, paving, SECS plans, site furniture and amenities, and Landscape Architecture = \$848,000.00.

In addition to the lump sum for the basic services requested in this proposal, the HED-BRW team proposes the following value added additional services that are in addition to the basic services fees listed. Our team believes that including these specialty consultants on day one as an integral part of our team will bring better thinking to help the City of Novi achieve their goals and vision for technology integration in support of the highest level of resilience and flexibility, judicious management of the budget to deliver the best design at the greatest value, and the delivery of impactful spaces creating the best user and community experiences. Our team proposes the following:

Independent Cost Estimating: OCMI (see appendix for firm information) \$184,870 for cost estimating services that includes benchmark estimates, concept estimates, SD, DD including reconciliation with Construction manager, and review of the 95% cost estimate plus reimbursable expenses of \$6,650.00. OCMI's services will drive better cost alignment, discover value, and minimize change orders.

Acoustic Design: Acoustics by Design, a women owned business, (see appendix for firm information) \$85,200.00 to provide important acoustical analysis of key program spaces to ensure proper sound isolation, room acoustical performance, building systems noise, and sound isolation goals are achieved to allow proper function of AV systems and to provide best environments for the users of the building

Technology Consulting and Design: Howel Design Group (see appendix for firm information) has worked extensively with BRW on public safety and fire station projects. \$330,000.00 for the design of the security systems (including access controls and digital video surveillance), structured cabling and IT infrastructure, audio video systems, and alerting systems infrastructure. They will drive technology integration to create robust and flexible systems that can adapt to future technologies.

Experiential and Graphic Design: HED - We know that providing additional environmental graphics can create a more engaging and exciting experience for the building users and the community. We propose a fee of \$35,000 to develop an overall environmental graphics concept and a graphics master plan to define the scope of work.

b. Compensation for material changes per AIA B101; Article 11.1:

- % of Cost of the Work See contract markup

c. Compensation for Additional Services per AIA B101; Article 11.3:

- % of Cost of the Work See contract markup

d. Add alternates:

The program includes a separate budget for furniture, fixtures, and equipment of approximately \$2,000,000. This includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Please provide your fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for furniture and equipment projects managed) to act as the



Owner's Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture.

Responsibilities will include, but not be limited to, the following:

- i. Establishing and updating detailed budgets for various furniture based upon needs at all new facilities.
- ii. Leading various owner committees in the piloting and selection of furniture including color, options, sizing, quantities, etc. Assist the owner in determining minimum product specifications to align with owner objectives and quality standards. Provide notes and minutes of all meetings, discussions, decisions, and action items
- iii. Leading and procuring all furniture through competitive bidding and/or consortium(s) in accordance with City of Novi purchasing requirements and review for compliance.
- iv. Prepare recommendation package(s) for furniture. Attend council meetings (as requested) to present recommendation(s)
- v. Assisting with issuance of purchase orders and contracts
- vi. All coordination and project management with the appropriate furniture vendors to release, track, ship, deliver and place selected furniture. Be onsite during the delivery and placement of furniture to ensure materials are free of damage, as specified, in the appropriate quantities, and installed at the requested height (for adjustable furniture). Coordinate with Owner and construction manager for any projects under construction
- vii. Receive, review and process all invoicing for the work and recommend to owner for approval
- viii. Provide a complete punchlist of all furniture and provide to appropriate vendors. Track any/all deficiencies until completion. Assist with any/all warranty claims



ix. Receive and transmit a complete electronic closeout package which includes all material cut sheets, specific warranties, material/finish selections, vendor contact/product matrix, etc.

- 5.5 % Based on Actual Cost of Work Managed

e. Reimbursables:

Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. In addition, please provide a not-to-exceed allowance for reimbursable expenses on this project. Please refer to AIA B101-2017 as amended, Article 11, for clarifications on allowable reimbursable expenses.

- Not-to-exceed reimbursable allowance: \$207,765.00

B. STANDARD OF CARE

- a. Percentage of care for architect errors and omissions: 4 %

C. SUB-CONSULTANTS

- a. List all anticipated sub-consultants:

CIVIL	OHM Advisors
LANDSCAPING	OHM Advisors
ELECTRICAL *	
MECHANICAL*	
PLUMBING*	
PUBLIC SAFETY	BRW Architects
	OCMI (Cost Estimating)
	Howell Design Group (Technology & Security)
	ABD Engineering (Acoustics)

* As a fully integrated AE practice, HED will perform architectural, structural, mechanical, electrical, plumbing engineering services.



In the event additional consultants are required to complete this project, please state your percentage markup, if any, for including the services of additional consultants under your primary contract: 10 %

D. ADDENDA

- a. This proposal includes information for the following addenda:

ADDENDA NO.	01	DATED	07.23.2025
ADDENDA NO.	02	DATED	08.06.2025
ADDENDA NO.		DATED	
ADDENDA NO.		DATED	

E. CONTRACTUAL TERMS

- a. If selected as architect/engineer, I agree to the contractual terms as provided in the RFP as noted below:

- ☐ AIA Document B101-2017, as modified
- ☐ AIA Document A201-2017 General Conditions, as modified
- ☒ Exceptions to amended B101-2017 and A201 -2017*

*Attach SPECIFIC proposed alternate contract language in Section 6

I have read and I understand the responsibilities required of the architect/engineer under the terms of this RFP and the proposed Agreement. If selected, our firm will be able to fulfill the requirements.

SIGNATURE

Dated this 11 day of August, 2025 .

FIRM NAME:Harley Ellis Devereaux DBA HED

BY:Signature

Principal-in-Charge / Principal

Position/Title

Michele Lynn Kaye being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this 11 day of August, 2025.

NOTARY PUBLIC:Michele Lynn Kaye

MY COMMISSION EXPIRES:June 28, 2028



Proposal Checklist

- ☒ Bid Proposal Form (this document)
- ☒ Staff Hourly Rate Schedule
- ☒ Familial Disclosure Statements
- ☒ Iran Disclosure Statement
- ☒ Non-Collusive Affidavit
- ☒ Equal Opportunity Form
- ☒ Criminal Background Disclosure Affidavit



HED Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Principal in Charge	\$290	-	\$310
Project Management	\$175	-	\$240
Level 7: Principal Architects/Engineers/Planner/Designers	\$290	-	\$310
Level 6: Associate Principal Architects/Engineers/Planner/Designers	\$200	-	\$270
Level 5: Associate Architects/Engineers/Planner/Designers	\$165	-	\$240
Level 4: Salary Architects/Engineers/Planner/Designers	\$140	-	\$200
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$125	-	\$175
Level 2: Hourly* Architects/Engineers/Planner/Designers	\$100	-	\$150
Level 1: Hourly* Architects/Engineers/Planner/Designers	\$80	-	\$100

* Subject to Overtime premium of 1.5 times schedule rate.
Rates are subject to change annually and are effective through December 31, 2026.

BRW Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Executive Principal	\$350.00		
Project Principal	\$310.00		
Project Design Manager	\$275.00		
Senior Project Manager	\$265.00		
Project Manager	\$240.00		
Senior Project Architect	\$240.00		
Project Designer	\$240.00		
Senior Interior Designer	\$220.00		
Project Architect	\$210.00		
Senior Project Coordinator	\$210.00		
Environmental Branding / Graphic Designer	\$195.00		
Architect	\$175.00		
Interior Designer	\$175.00		
Project Coordinator	\$165.00		
Administration Staff	\$130.00		

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the familial disclosure requirement provided in the City of Novi's (the "City") request for proposals for architecture and engineering service, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Firm.

LIST OF ANY FAMILIAL RELATIONSHIPS

None.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED
BY: [Signature]
Signature
Principal-in-Charge / Principal
Position/Title

Michele Lynn Kaye, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this 11 day of August, 2025, in the county of Oakland and the state of Michigan.

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: June 28, 2028



HED | BRWARCHITECTS

Iran Disclosure Affidavit

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the compliance certification requirement provided in the City of Novi (the "City") request for proposals for architecture and engineering services (the "RFP"), hereby certifies, represents, and warrants that the Firm (including its officers, directors, and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Firm is awarded a contract as a result of the aforementioned RFP, the Firm will not become an "Iran linked business" at any time during the course of performing the scope of work or any services under the contract.

The Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than two hundred fifty thousand dollars (\$250,000.00) or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED

BY: Chris Vogelheim



Michele Lynn Kaye
Signature

Principal-in-Charge / Principal
Position/Title

Michele Lynn Kaye, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

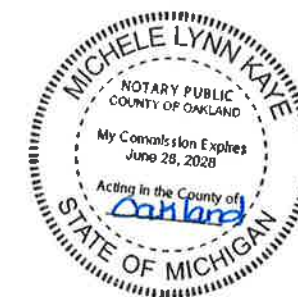
Subscribed and sworn before me this 11 day of August 2025, in the county of Oakland and the state of Michigan.

NOTARY PUBLIC:

Michele Lynn Kaye

MY COMMISSION EXPIRES:

June 28, 2028



Non-Collusive Affidavit

Chris Vogelheim
_____, being duly sworn, deposes and says
that:

1. The proposal has been arrived at by the firm independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,

2. The contents of the proposal have not been communicated by the firm or its employees or agents to any person not an employee or agent of the firm or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.



Signature of

Firm

STATE OF Michigan)

)ss.

COUNTY OF Oakland

This instrument was acknowledged before me on the 11 day of Aug, 2025, by

Michele Lynn Kaye



_____, Notary Public

Oakland County, Michigan

My Commission Expires: June 28, 2028

Acting in the County of: Oakland

Equal Opportunity Form

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, color, age, national origin, ancestry, height, weight, handicap, place of birth, sexual preference, marital status or sex. With regard to employment, such non-discrimination includes, but is not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off, or termination.

In all advertising for employment, subcontractors, or suppliers we (I) shall state all applicants or respondents will receive consideration without regard to race, religion, color, age, national origin, ancestry, height, weight, handicap, place of birth, sexual preference, marital status or sex.

We (I) understand that any contract for City of Novi shall be in consideration of our maintaining the above-mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color, and work classification for our employees and those of subcontractors to be employed on this project.

SIGNATURE

Dated this 11 day of August, 2025

Michele Lynn Kaye



FIRM NAME: Harley Ellis Devereaux DBA HED

BY: Chris Vogelheim
Name (printed)


Signature

Principal-in-Charge / Principal
Position/Title



Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named firm (the "Firm"), pursuant to the criminal background compliance certification requirements of City of Novi (the "City") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") (or equivalent for non-Michigan residents) for all of its owners, employees, agents, representatives, contractors, and/or other personnel who will be on any City premises to carry out the services contemplated by the contract documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor, and/or other personnel of the Firm will be on any City premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the City may immediately terminate the contract.

SIGNATURE

Dated this 11 day of August, 2025

FIRM NAME: Harley Ellis Devereaux DBA HED

BY: 
Signature

Principal-in-Charge / Principal
Position/Title





**PROJECT
IMPLEMENTATION
SCHEDULE**

05

PROJECT IMPLEMENTATION SCHEDULE

Our project implementation strategy is structured around clarity, accountability, and momentum. This schedule reflects a comprehensive approach that maintains continuity from program validation through design documentation and the bidding phase. It includes structured design sprints, bi-weekly stakeholder engagement, internal team checkpoints, and phased cost estimating aligned with milestone deliverables.

The schedule balances responsiveness to the City’s needs with space for critical decision-making. Each phase is clearly defined, beginning with collaborative program refinement, followed by schematic design, design development, and construction documents. Throughout, our team facilitates ongoing engagement with the City of Novi’s leadership, Fire and Police departments, and consultant partners to facilitate timely decisions, shared understanding, and consistent alignment with project goals.

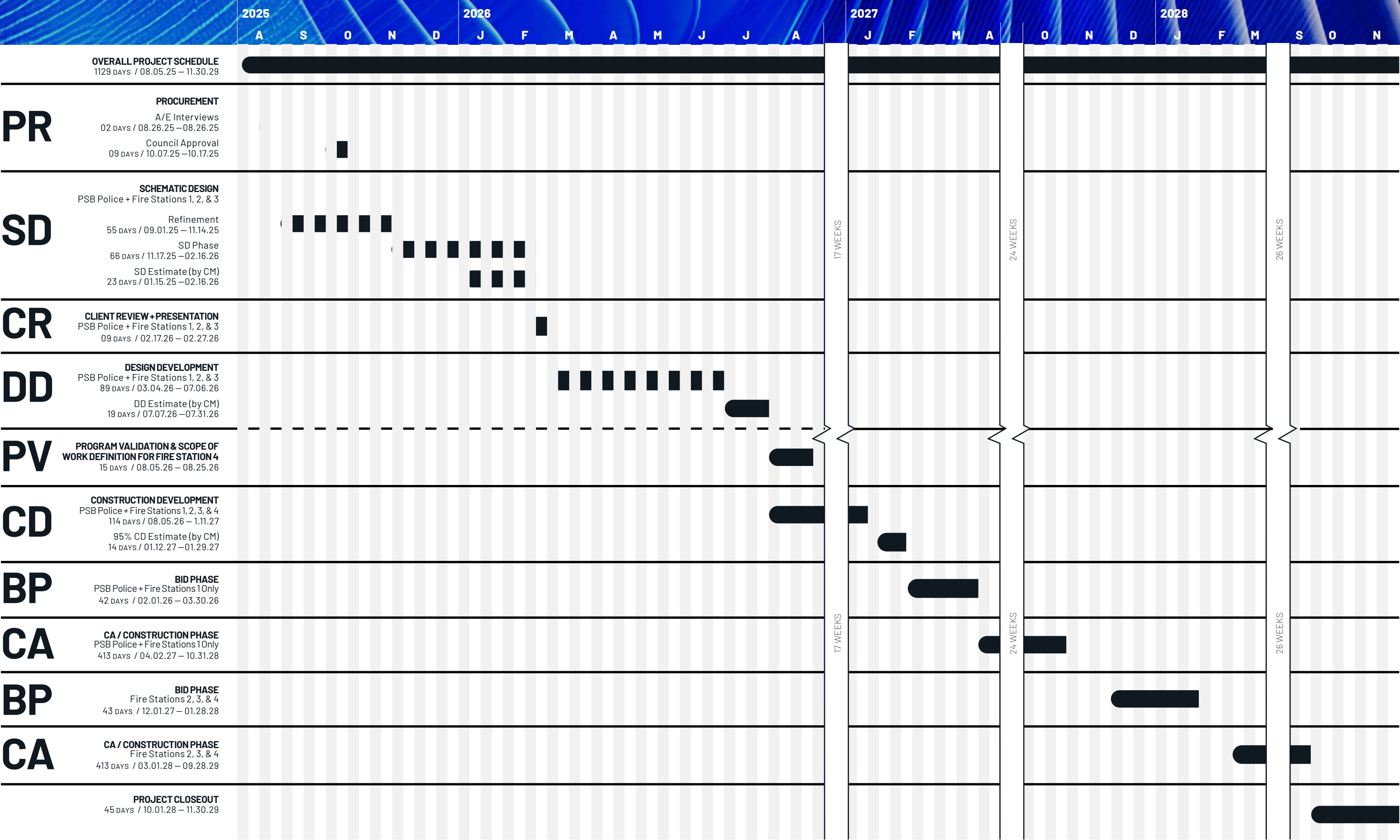
We have built this schedule to be both disciplined and flexible, allowing us to adapt as needed while staying on track for implementation of a public safety campus that reflects the City’s long-term vision and operational needs.

We carefully reviewed the proposed dates listed in the RFP and have prepared a schedule that meets the milestone dates as indicated and know our team can deliver. However, we are experienced enough to know that the first task for any project is to design the right schedule. This would be done in close collaboration with you so we best understand the stakeholders, the schedule drivers, and your goals. Though we feel the dates and time frames listed are achievable, we feel that we could improve the schedule and create a better design process by leveraging a lean philosophy where we drive consensus via in-person workshops, provide the proper amount of time for estimating and cost reconciliation, and create a robust owner review period to ensure no voice is left unheard; all while achieving your goal to start construction in the spring of 2027. We look forward to presenting an alternative schedule for discussion in upcoming interviews.

“HED insists on a team mentality. They work well with boards, community members, township staff, construction managers and contractors. The firm has never missed a timeline and is committed to not only bringing our project in on time and within budget but delivering a building to Redford that will have generational impact in our community.”

PAT MCRAE
Supervisor, Charter Township of Redford

PROJECT IMPLEMENTATION SCHEDULE



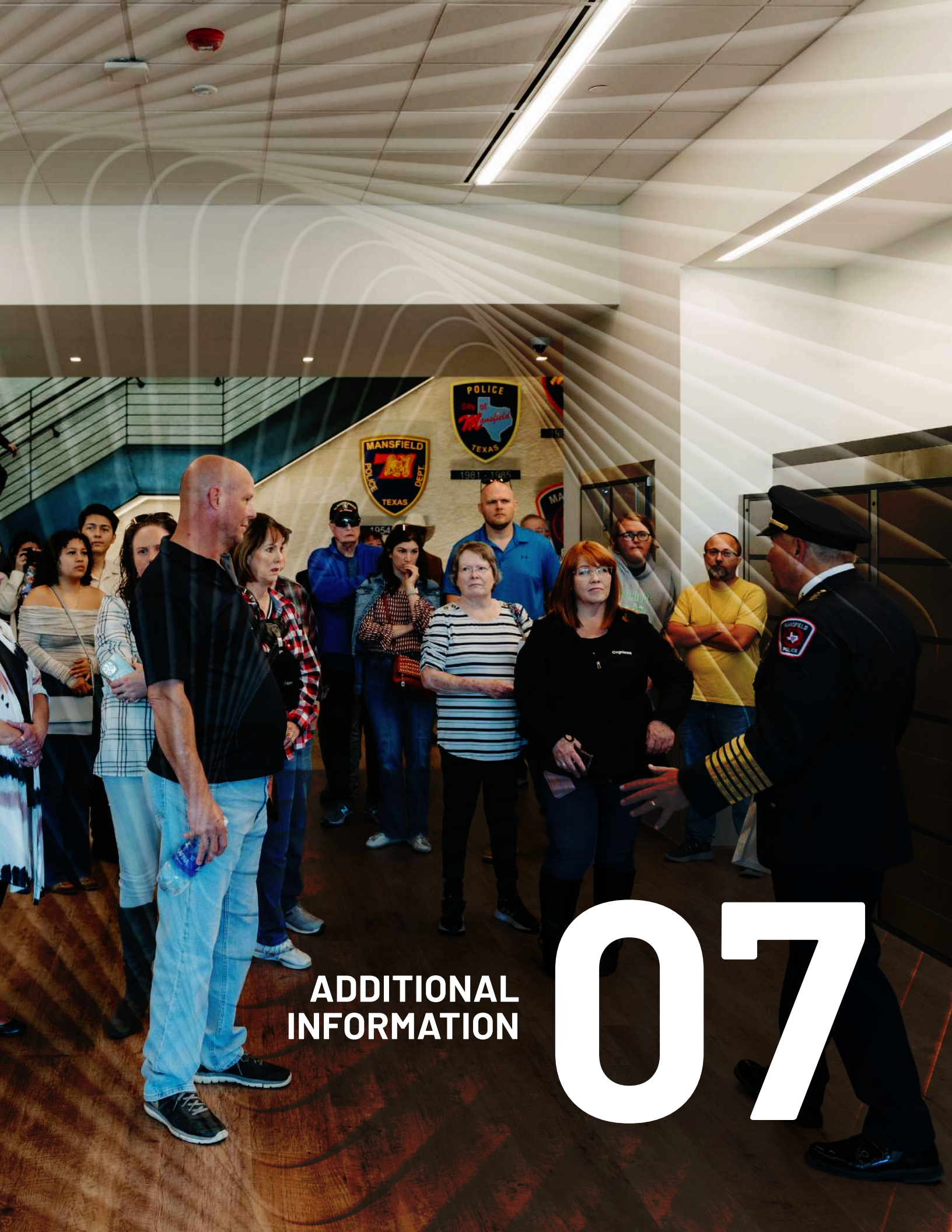


CLARIFICATION AND EXCEPTIONS

06

CLARIFICATION AND EXCEPTIONS

1. Please refer to the Appendix for a marked up copy of the contract that will provide detailed exceptions and clarifications for this proposal. These are provided to ensure transparency and alignment with the City's expectations.
2. Furniture design services establishes design intent by selecting a basis of design product for each piece of furniture. The design professional assists the City of Novi purchasing department with the selection of the furniture vendor from their pre-approved vendor list and assists with the procurement by working in close collaboration with the furniture vendor who is managing the procurement and installation.
3. Reimbursable expense allowances do not include plan review fees or permit fees. Costs for these fees will be submitted to the owner without markup for reimbursement and are beyond the fees listed in this allowance.
4. Design team assumes there will be no floodplain impacts or encroachments, and no wetland incursion or impact.
5. Design scope does not include remediation of contaminated sites.



ADDITIONAL
INFORMATION

07

THOUGHT LEADERSHIP

Our teams bring forward-thinking, evidence-based design grounded in ongoing research, sector expertise, and strategic collaboration.

The following published insights reflect our shared commitment to creating resilient, responsive, and people-focused civic and public safety environments:

HED

- [Biophilia and Workplace Design](#)
Exploring how nature-inspired design improves wellbeing, productivity, and user experience.
- [Top 3 Trends in Fire Station Design](#)
Identifying the shifts shaping the next generation of firehouses.
- [Future-Proofing Building Design](#)
A deep dive into how early planning and adaptable systems extend a building's useful life and ROI.

BRW

- [Firehouse Health & Safety: Protecting Those Who Serve](#)
How health-centered design reduces risk and supports responder wellbeing.
- [Designing for Solid Foundations](#)
Why understanding agency operations and culture is key to successful civic architecture.
- [Embracing the AI Revolution in Design](#)
A forward-looking take on how AI can augment design thinking, efficiency, and insight.

OHM / [Local and Regional Decision Making in the Use of Trenchless Technology](#)

The use of trenchless technology for the installation, replacement and renewal of underground utilities with minimal excavation and surface disruption.

OCMI / [How National & Local Economic Conditions Impact Future Construction Costs](#)

OCMI's market studies encompass market conditions to determine overall cost escalation.

ABD / [Infrastructure Planning Now and Then](#)

Infrastructure planning now and then: everything old is new again as we learn planning lessons from 50 years ago, for the next 30 years.

Howell Design Group / [Managed Services](#)

Security systems of every facet.

We encourage you to explore these insights to learn more about our approach to performance, wellness, and future-ready design.



CRIME LAB DESIGN

Strategic Advantages for Public Safety Design

CLD is a Michigan-based extension of HED. Our team brings deep public safety expertise, multidisciplinary delivery, and a strong track record with Michigan municipalities.

Integrated Delivery with Local Expertise

We combine architectural, engineering, and infrastructure services under one team—grounded in Michigan, informed by national best practices.

Purpose-Built for Public Safety Operations

From fleet logistics to secure zones and decontamination design, we understand the specialized systems that support 24/7 police and fire operations.

Proven Success with Co-Located Civic Facilities

We've delivered essential service hubs across the country, bringing Novi tested strategies for flexibility, phasing, and shared technology.

Workforce Wellness as a Design Standard

We prioritize wellness for those who serve—integrating quiet rooms, daylight, inclusive accommodations, and mental health support spaces as core design elements.

Trusted in Bond-Funded Municipal Delivery

Our team brings clear communication, stakeholder transparency, and technical execution that aligns with community expectations and public investment.

01 CITY OF PHOENIX / Crime Lab; **02** JOHNSON COUNTY POLICE DEPARTMENT / Criminalistics Library; **03** DENVER HEALTH AND HOSPITAL AUTHORITY / Office of the Medical Examiner Relocation; **04** STATE OF KUWAIT / Criminal Evidence Headquarters; **05** STATE OF CALIFORNIA / Hertzberg-Davis Forensic Center; **06** GEORGIA BUREAU OF INVESTIGATION / Savannah Forensic Lab

DESIGNING FOR THE FUTURE OF PUBLIC SAFETY

Integrated Drone Operations

From real-time emergency response to infrastructure inspection, drone integration is reshaping how cities serve their communities. Our approach anticipates this evolution to help facilities, systems, and planning strategies prepare for smart, safe, and connected aerial operations.

- **Operational Overview:** At-a-glance view of all city drone activities across departments
- **Public Engagement:** Transparent data sharing to build community trust in drone operations
- **Performance Metrics:** Track economic, safety, and service delivery improvements
- **Media-Ready Information:** Access compelling statistics and success stories about your innovative drone program

PRACTICAL INTEGRATION SCENARIOS

Emergency Response

DOMS enables rapid drone deployment for real-time situational awareness, helping protect first responders and improve decision-making on scene.

Large Event Management

Drones monitor public gatherings, secure airspace, and support public safety while also capturing promotional footage for community engagement.

Infrastructure Inspection

Reduces risk and cost by using drones for routine inspection of bridges, utilities, and public facilities — eliminating the need for hazardous manual access.





APPENDIX

DRAFT

AIA Document B101® – 2017**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty-Five.»
(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 Novi »« »
45175 Ten Mile Road
Novi, Michigan 48375

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

« »« »
« »
« »
« »

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

The City of Novi
New Public Safety Facilities, including a New Centralized Public Safety Headquarters
that will co-locate the Novi Police Station and Fire Station #1, two (2) New Fire
Department Facilities, and Renovations and Improvements to Fire Station #4.

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.

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

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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.")

Fire Stations #1, 2 and 3 were built in the late 1970s/early 1980s, are modest in size (3,880, 5,117, and 9,980 s.f.) and lack the program needs for modern fire stations serving the population size of the City today and in the future. Some of the building and site program deficiencies include inadequate separation of clean areas (or "cold zones") from first responders' dirty and potentially contaminated (or "hot/warm zone") areas. It is important to separate these areas to avoid contaminates from a fire event entering the living environment of the fire station staff. It was also noted that sleeping quarters and associated support spaces for first responders were undersized, lacked privacy, and often had limited or nonexistent separation for male/female accommodations.

To right-size the buildings for the City community, a three-apparatus bay fire station would be the standard for operations. Currently, only one station (Fire Station No. 1) contains three bays. The remaining two stations have two bays and are unable to expand to accommodate an additional bay due to site size restrictions. The included space programming report provides a recommendation for the City of Novi to have their fire station buildings accommodate a minimum of three bays and 14,500 s.f. of programmed area on a minimum 2 acres. This recommendation cannot be supported by either Fire Station No. 2 on the north end of the City or Fire Station No. 3 on the south end of the City. For these reasons, both Fire Station No. 2 & 3 will be relocated to different sites and new +/-14,500 s.f. facilities will be built.

The existing City of Novi Police Station was built in 1980. Although well maintained, the building lacks adequate program space needs to serve the City of Novi's existing and future population. The age of the building will dictate the need for consistent investment into capital improvements related to the mechanical, electrical, plumbing, IT, and security systems, all of which have exceeded their useful life. The existing building contains approximately 38,000 s.f., but the space programming report recommends a programmed building of 54,000 s.f. to meet current and future public safety needs. The dispatch area and support spaces are undersized, the locker facilities need upgrading, and the evidence and storage rooms are undersized to meet current operations. Based on the growing City of Novi community

needs as well as the programed spaces that are deficient in the current building, a new, more efficient facility is desired. In addition to the public safety portion of the building is a +/- 19,000 s.f. 4 bay Fire Station No. 1 which is currently operates on Grand River just southwest of the proposed public safety site and a +/-6,400 square foot fleet maintenance garage. The total square footage of the proposed facility is +/-79,400 square feet. Fire Station No. 4 is located at 49375 Ten Mile Road, at the intersection of Ten Mile and Wixom Roads and will require miscellaneous MEP and architectural renovation work, as further detailed in the Owner's Request for Proposals dated July 15, 2025, including any Addenda (collectively the "RFP"), which RFP is incorporated herein by this reference.

§ 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.)

As set forth in the Owner's RFP.

§ 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.)

- Public Safety Building: 42250 11 Mile Road, Novi, MI
- FS No. 2: Location TBD; lot size of 2-3 acres.
- FS No. 3: Location TBD; lot size of 2-3 acres.
- FS No. 4: 49375 W 10 Mile Rd, Novi, MI

§ 1.1.3 The Owner's ~~budget for~~ Stated Limitation on the Cost of the Work (SLCW) is set forth below. The SLCW shall include the Cost of the Work, as defined in ~~Section 6.1~~ in Article 6 of this Agreement, as well as all other elements of the Project for which the Architect has responsibility (furnishing, fixtures, equipment, etc.). Any services provided under this Agreement are subject to the SLCW as specified below. In the absence of an express provision to the contrary in this Agreement, the Architect shall perform the required services in a manner that will render a Cost of the Work for the Project that does not exceed the most current Owner-approved SLCW. Subject only to written amendment at the Owner's sole discretion, the SLCW shall be:

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

(If owner accepts our supplemental services)

«Overall Project Budget is One Hundred Million (\$100,000,000); the Cost of the Work is Sixty Six Million Dollars (\$66,000,000), which is broken down as follows:

Public Safety Building & Fleet Garage: \$47,000,000

Fire Station No. 1: \$8,500,000

Fire Station No. 2: \$8,500,000

Fire Station No. 4: \$2,000,000

The above approximate budget amounts are the Cost-of-Work inclusive of hard construction, sitework, permits, and Construction Manager's costs.

§ 1.1.4 ~~The Owner's anticipated design and construction milestone dates.~~ Subject to amendment by the Owner, the Project's design milestones and anticipated construction milestone dates shall be:

.1 Design ~~phase milestone dates, if any.~~ Phase Milestone dates, if any:

Commence Program Validation: «October 1, 2025 »

Complete Program Validation: «November 14, 2025 »

Commence Schematic Design: «November 17, 2025 »

Complete Schematic Design: «February 20, 2026 »

Start Design Development: «March 2, 2026 »
Complete Design Development: «July 30, 2026 »

Start Construction Documents: «August 3, 2026 »
Complete Construction Documents: «January 15, 2027»

In the event that Construction Documents are to be issued in multiple bid packages, the Architect shall coordinate its services with the Owner's Construction Manager to satisfy the bid package publication dates. The Architect shall submit for the Owner's written approval a schedule, in accordance with the Design Phase Milestones, for the performance of the Architect's services and, following Owner's approval, shall only be adjusted by mutual agreement as the Project proceeds. The schedule shall include adequate allowances for the time required for the Owner's reviews, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule and accepted by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

.2 Construction commencement date:

Public Safety Building: «April, 2027 »
Fire Stations #2, 3, and 4: «April, 2028 »

.3 Substantial Completion date or dates:

Public Safety Building: «October, 2028 »
Fire Stations #2, 3, and 4: «September, 2029 »

.4 Other milestone dates:

«As set forth in the Preliminary Project Milestone Schedule, attached hereto as Exhibit J. »

§ 1.1.5 The Owner intends the following Subject to amendment by the Owner, at the Owner's discretion, the Project's intended procurement and delivery method for the Project: Project is:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Construction Manager as Constructor. »

~~**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:~~

~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

«To be determined. »

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

Per pre-proposal conference,
there is no formal sustainability
objective

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: representatives:

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

.1 Owner's Designated Representative

The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the designated representative upon written notice to the Architect; and the Owner may modify the scope of authority of the designated representative in like manner.

«Victor Cardenas, City Manager »
«City of Novi »« »
45175 Ten Mile Road
Novi, MI 48375

.2 Owner's Representative Consultant

The Owner has engaged Plante Moran Realpoint, LLC as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification to the Architect, shall be primary contact for the Owner's Representative Consultant:

«Brian Weber »
«Plante Moran Realpoint, LLC
3000 Town Center, Suite 100
Southfield, MI 48075 »
«Brian.weber@plantemoran.com; (248) 603-5071 »

§ 1.1.8 The persons or entities, in addition to the Owner's ~~representative~~, representatives identified in Section 1.1.7, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined at the discretion of the Owner.

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

.1 ~~Geotechnical~~ Geotechnical/Material Testing Engineer:

«to be determined. »« »
« »

« »

.2 Civil Engineer:

.3 Other, if any: (List any other consultants and contractors retained by the Owner.)

«Commissioning Agent
to be determined. »

«Move Management Consultant
to be determined. »

«Furniture Consultant

[to be determined. »](#)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)

§ 1.1.11 ~~The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2.~~ As part of its Basic Services, the Architect shall retain the following consultants:

1 Civil Engineer:

[« »](#)[« »](#)
[« »](#)
[« »](#)
[« »](#)
[« »](#)

2 Structural Engineer:

[« »](#)[« »](#)
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3 Mechanical Engineer:

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4 Electrical Engineer:

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5 Landscape Designer:

[« »](#)[« »](#)
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6 Other, if any:

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

«Public Safety Consultant:

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

§ 1.1.11.1 Consultants retained under Basic Services:

1 — Structural Engineer:

2 — Mechanical Engineer:

3 — Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

«As set forth in the Owner's RFP. »

§ 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 may, when appropriate, agree in writing to adjust the terms of this Agreement accordingly. The Owner, in its sole discretion, may adjust the SLCW and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Without in anyway limiting or restricting the Owner's rights or use of the Instruments of Service, the Architect and Contractor shall agree upon protocols governing the transmission of Instruments of Service or any other information or documentation in digital form form as set forth in the AIA Document A201-2017.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 1.4 General Conditions.

Please retain this section

The general conditions of the contract shall be as set forth in AIA Document A201–2017, as modified, which document is attached hereto and incorporated herein by reference. Reference in this Agreement to the AIA Document A201-2017 or the General Conditions of the contract shall mean the AIA Document A201-2017 as modified and attached hereto.

§ 1.4.1 Defined Terms.

Terms which are defined in the AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified, shall have the same meaning when used in this Agreement or other Contract Documents. Because Project's delivery method may be subject to change, the terms "Contractor" and "Construction Manager" shall have the same meaning.

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 and all of its consultants are~~ properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement, 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. ~~the~~ ^{skill, education and experience} The Architect will perform its services with all due care that would be followed on a comparable project by a reasonably skilled design professional in the same field, working in the locality of the Project. The Architect's consultants will meet this same standard. The services to be provided by the Architect include all work necessary to accomplish the services within this standard of care for the stated compensation and expeditiously and in accordance with Section 1.1.4. Architect represents that: (a) it possesses of the necessary experience and expertise in the design, business administration, design, and contract administration of projects of similar or like size, complexity, and nature of the Project; (b) the Owner is relying on the Architect's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will, in addition to the key team members, assign to this Project similarly qualified professional architect(s) and other professionals, as needed to deliver quality performance; and (d) the compensation under Section 11.1 is adequate for the timely and quality performance of the Architect's Basic Services. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its services with applicable local, state, and federal statutes, and regulations.

^{the experience, skill and care in the design} ~~the Project Work~~
^{with the exception of significant design changes made to design services approved by client}

§ 2.2.1 The Architect shall coordinate all design disciplines required for the Project, whether work in those disciplines is provided by the Architect or its consultants, by consultants retained by the Owner, or by the Construction Manager. The Architect shall provide prompt written notice to the Owner in the event the Architect becomes aware of any error, omission, or inconsistency in such services or information provided by others. The Architect will also advise the Owner if additional detail or information is necessary for the proper coordination and integration of the services and deliverables produced by the Owner's separate design consultants or by the Construction Manager into the Architect's deliverables.

§ 2.3 The Architect shall identify a representative authorized to act Architect's representative identified in Section 1.1.10 is authorized to act, and fully bind the Architect and commit the Architect's resources, on behalf of the Architect with respect to the Project.

§ 2.3.1 The Architect's key team members are:

(List of key staff members assigned to the Project and their respective roles)

Team Member Name	Assignment	Contact Information (Mobile Phone & e-Mail)
------------------	------------	---

<<Insert Team Members' information>>

See proposed recommended text on the next page:

§ 2.3.2 ~~The services of the Architect's key team members are deemed to be personal in nature as to these key team members, and the continuity in the Project's team is valuable to the Owner. Therefore, the Architect shall not~~

Architect's coordination of design shall not relieve the Owner Consultants nor the Construction Manager's Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

substitute, or permit to be substituted, a key team member for convenience without the Owner's prior written approval which shall be at the Owner's sole discretion.

§ 2.3.3 Because the substitution of the Architect's key team members will result in extensive damages and serious loss, that the Architect and Owner understand and agree are impractical and difficult to calculate, if the Architect substitutes a key team member for its convenience without the Owner's prior written approval the Owner and Architect have established the liquidated damages in Section 2.3.4 which sets forth a reasonable estimate of the damages that the Owner will incur as a result.

§ 2.3.4 Architect agrees to assign the above key team members to the Project. Architect shall promptly notify the Owner if services of any one of the assigned team members, per Architect's proposal, become unavailable due to circumstances beyond the Architect's control - e.g., extended illness or disability, death, or termination of employment, etc. Owner shall have the right to interview and select alternate team member(s) employed by the Architect to replace the unavailable team member. Architect shall agree to provide the services of the alternate team member(s) selected by Owner. Architect is not entitled to additional compensation for any such substitution(s) of the project team members. The assignment of key team members shall also include members of the Architect's consultants.

Architect under the Agreement. Any liquidated damages not so deducted from any unpaid amounts due Architect shall be immediately due and payable to Owner upon demand.

§ 2.3.4.1 If a key team member is substituted for any reason, the Owner shall have the right to interview and select alternate Team member(s) employed by the Architect to replace the unavailable Team member. The Architect shall agree to provide the services of the alternate team member(s) selected by Owner.

§ 2.3.4.2 Substitution of any key team member for any reason shall not entitle the Architect to an Additional Service, however, where cost of the replacement of key team members is less than key team member being replaced the Owner shall be entitled to a commensurate reduction in the Architect's Compensation.

§ 2.4 Except with the Owner's prior knowledge and written 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.

§ 2.5 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. Following all major Design Phases, Architect shall prepare and present a community overview presentation to the City Council. Additionally, for the Fire Station #2 and #3 Projects, the Architect shall prepare presentations and attend two (2) community meetings to review overall Project impact on the community and neighboring properties.

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

§ 2.5.2 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.

§ 2.5.3 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 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.6 Insurance. The Architect and, unless otherwise agreed to by the parties in writing, the Architect's consultants and subconsultants shall maintain the insurance detailed in **Attachment A** at no additional cost to the Owner. Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be acceptable to the Owner. The Architect shall notify the Owner whether, during the required coverage period, any of the required coverage either becomes unavailable or the Architect's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement. In addition to the Architect, the Architect's consultants shall maintain insurance in accordance with the requirements of Attachment A and this Section 2.5.

~~§ 2.5.6 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.~~

§ 2.6.1 - 2.6.6 See Attachment A.

§ 2.5.7 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.

§ 2.6.7 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, its elected and appointed officials, employees, agents and volunteers, and Plante Moran Realpoint, LLC as additional insureds 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. Architect shall have no right of subrogation against Owner.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. ~~The Owner may require additional proof of coverage in the form of a true and accurate copy of the policies of insurance, themselves, and endorsements.~~ The maintenance of the insurance in strict compliance with the requirement of this Section 2.5 shall be condition precedent to Owner's Obligation to make any payment under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, nonrenewal, or material modification of a policy. In the event that any aggregate limit in this Section 2.5, for any reason whatsoever, becomes eroded below the required limits, the Architect shall provide the Owner with written notice, and, at Owner's direction, shall take necessary action to restore the required limits at the Architect's expense.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6.9 Except for Professional Liability Insurance which shall be maintained for a period not less than the applicable statute of limitation or statute of repose, the Architect shall maintain the insurance required under this Agreement for the duration of the Agreement. If any of Architect's insurance policies are "claims-made" policies, Architect shall purchase, at its own expense, "tail" coverage in the event of a termination or disruption of such policy.

§ 2.7 The Architect represents ~~and warrants~~ that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and obligations under this Agreement and under the Contract Documents.

§ 2.8 The Architect and Architect's consultants shall maintain all necessary licenses, permits or other authorizations necessary to act as licensed (or registered) design professionals for the Project until the Architect's and Architect's consultants' duties hereunder have been fully satisfied.

§ 2.9 Architect's Consultants.

The Architect may retain such consultants as it reasonably deems necessary to assist in the performance of its services, however, the Architect remains responsible for the complete and proper performance of this Agreement. In the event the Architect deviates from the consultants listed in Section 1.1.11, the Architect shall submit the name, qualifications, cost, and proposed scope of work for each consultant to the Owner for its review and approval prior to retaining the consultant. The Architect shall not retain a consultant to which the Owner has made a reasonable objection. The Architect is not obligated to retain a consultant recommended by the Owner to which the Architect has made a reasonable objection.

§ 2.9.1 The Architect shall be responsible to the Owner for the acts and the omissions of the Architect's consultants. The Architect shall require each consultant, to the extent of the services to be performed by it, to be bound to the Architect by terms of this Agreement and to assume toward the Architect all the obligations and responsibilities that the Architect assumes toward the Owner, including, but not limited to, the standard of care, insurance requirements, ownership and licensing of intellectual property, and participation in dispute resolution proceedings. Each consulting agreement shall preserve and protect the rights of the Owner to enforce its rights and remedies against the consultant as a third-party beneficiary of the agreement.

§ 2.9.2 Unless expressly agreed to in writing by the Owner, the cost of the Architect's consultants shall be borne by the Architect and shall not be passed to the Owner as a Reimbursable Expense.

§2.10 Material Change in Circumstances.

The Architect shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Architect; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Architect's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Architect shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§2.11 Time is of the essence in the performance of the Architect's services. The Architect shall perform its services expeditiously and with the professional skill and care necessary to ensure the orderly and timely progress of the Project. This includes promptly processing all submittals and requests for information to avoid delay or disruption of work on the Project and delay in the Project's completion. ~~The Architect shall be responsible for the cost of all delays or disruptions in the progress or completion of the work on the Project to the extent it proximately causes them.~~

§ 2.12 Delegated Design

§ 2.12.1 In the event the Architect intends to allocate or delegate responsibility for part of the Work's design to the Construction Manager, the Architect will provide the Owner with a written explanation of the rationale for the allocation or delegation. The Architect will include an assessment of the risk associated with the proposed performance parameters, baseline conditions, and the design options the Construction Manager is likely to pursue and an assessment of the potential impact each of them will have on the SLCW and Project. The Owner's express written prior approval is required for any such allocation or delegation.

§ 2.12.2 Prior to publishing any Drawings or Specifications that delegate design responsibility for part of the Work's design to the Construction Manager, the Architect shall develop the proposed performance parameters and the baseline conditions that the Construction Manager must base its design upon. ~~The Architect shall also identify and perform all investigations, including topographic, geologic, and environmental assessments necessary to enable the Construction Manager to meet the same standard of care this Agreement imposes on the Architect.~~

delete-these services were assigned to others per section 1.1.9.

§ 2.13 Site Safety

The Architect understands its services may require its employees and the employees of its consultants to enter the Project site, on which potentially dangerous activities may be taking place. The Architect is fully responsible for the safety of its, its employees, and its consultants' employees and shall take all necessary precautions to fulfill this duty, including compliance with any site safety plan being implemented by the Owner, Contractor, or Construction Manager.

and (c) Exclusions set forth by Architect

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 Architect shall provide all professional services necessary for the complete design and construction documentation of the Project necessary for the Owner's intended use and shall include, without limitation, civil engineering, structural engineering, mechanical engineering, electrical engineering, site landscaping design, and interior design services, and interior and exterior signage, including wayfinding and kitchen design to properly completely design the Project and prepare Construction Documents that fully indicate the requirements for the Work, whether or not those services are individually listed or referred to in this Agreement, with the only exceptions being: (a) the cost of those services that are provided by third parties that are expressly designated herein as being "the Owner's Responsibility" or "Owner-provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of a written and material Owner-directed change in the Project scope affecting the Architect. Accordingly, the Owner and the Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance and provision of the Basic Services and Supplemental Services and are a necessary and inherent part of, or a necessary sub-part included within, the Basic Services and Supplemental Services. To the extent reasonably incidental to and consistent with the Basic Services and Supplemental Services such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Basic Services and Supplemental Services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner. Mechanical engineering shall include, but is not limited to, plumbing, heating, ventilating, air-conditioning (cooling), temperature controls, and fire-protection system design and coordination. Electrical engineering shall also include information technology, audio visual and low voltage building system coordination with the Owner's and their consultants. Services expressly excluded from Basic Services or Supplemental are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's ~~services~~, services and those provided by its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants, and meetings and communications between the Architect, its consultants, Owner, and Owner's consultants.

§ 3.1.2 The Architect shall coordinate its services with those ~~services activities~~ provided by the Owner and the activities of the Owner's other consultants. The Architect shall coordinate and assist the Owner in obtaining the information and services described in Sections 5.4 and 5.5. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and completeness of information furnished by the Owner and the Owner's consultants, consultants when that information is expressly designated in writing by the Owner to be reliable. 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, and consistent with the milestones set forth in Section 1.1.4, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction design services furnished by the Architect, completion of documentation provided by the Architect, public utilities application and installation schedules, governmental agency review and permitting schedules, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, consultants and vendors, and for approval of submissions by authorities having jurisdiction over the Project. Once approved-accepted by the Owner, Owner in writing, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner-Architect. With the Owner's written approval, the Architect shall may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

The Architect shall provide

§ 3.1.4 ~~The Only to the extent the Architect provides~~ timely written notice to Owner outlining specific concerns or inconsistencies with the Contract Documents. 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.

and

Architect's coordination of design shall not relieve the Owner Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

§ 3.1.5 The Architect ~~shall contact~~ shall, at the appropriate times, contact the necessary governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall ~~respond to prepare the Contract Documents in accordance with all~~ applicable design requirements imposed by those authorities and entities. Prior to commencing Schematic Design Services, the Architect shall obtain, and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site condition opinions arising during construction.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with any other services as requested by the Owner and governmental authorities having jurisdiction and/or reasonably required for the Project.

§ 3.1.7 As requested by the Owner or necessitated by the Project, the Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, cost, and aesthetics in developing the design for the Project. The Architect shall also consider value engineering proposals by the Construction Manager in the various phases of its design services. Value engineering alternatives shall be implemented upon written acceptance by Owner.

§ 3.1.8 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner. When making such presentations, the Architect shall correlate the design to the Owner's established SLCW and schedule. If the ~~Architect's estimated Cost of the Work and schedule (or the Construction Manager's estimated Cost of the Work and schedule, on which the Architect has collaborated)~~ exceeds the Owner's established SLCW and schedule, the Architect shall also present remedies or alternative designs to bring the estimated Cost of the Work within the Owner's established SLCW and schedule without sacrificing the Owner's Program and intent of the Project as established in the Initial Information in Article 1.

§ 3.1.9 Subject to Section 5.16, the Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design.

§ 3.1.10 Architect shall furnish to the Owner as part of its Basic Services a complete reproducible set of ~~Record~~ Drawings, and electronic files in AUTOCAD, or other file format acceptable to the Owner, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Construction Manager during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures.

§ 3.1.11 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and, if necessary, to make measured drawings and phasing drawings thereof with respect to demolition, facility renovation and addition. Where phased construction is planned or required, Architect's phasing drawings shall include interfacing of building systems and components during phased construction to maintain operation of building systems, building access and security, and site traffic and parking requirements as may be necessary.

§ 3.1.12 The Architect's Basic Services include design and layout of ~~fixed furniture, furnishing, equipment, and apparatus within new construction and renovated areas.~~

§ 3.1.13 The Architect's Basic Services include such services made necessary by the default of the Construction Manager, or by major defects or deficiencies in the Work of the Construction Manager, provided that such defects or deficiencies are caused ~~in whole or in part by an act or omission of the Architect.~~

§ 3.1.14 NOT USED

§ 3.1.15 Programming. The Architect shall provide as part of its basic services the Programming Validation Services, as detailed in Exhibit A, Design Phase Deliverables.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services.~~services and prepare designs and documents accordingly.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall ~~reach an understanding with the Owner regarding the requirements of the Project.~~incorporate the Owner's feedback in the design and documents.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material ~~choices.~~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.~~schedule, and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

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

§ 3.2.6 The ~~Architect shall submit to the Owner an~~ Owner intends to engage a Construction Manager to assist with preconstruction activities including estimating the Cost of the Work. The Architect shall cooperate with and assist the Construction Manager with preparing an estimate of the Cost of the Work. The estimate shall include a written itemized estimate of the Cost of the Work prepared in accordance with Section 6.3 based upon the Schematic Design package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. This estimate shall be based on the Project's current area, volume, or other similar conceptual estimating techniques. If that estimate does not conform to the initial Owner-provided SLCW the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner,~~Owner and request the Owner's written approval. If Owner requests changes to the Schematic Design Documents, the Architect shall, where feasible, revise as requested by the Owner and provide updated Schematic Design Documents for Owner's review.

§ 3.2.8 In addition to the requirements set forth above, Architect's Schematic Design documents shall also include the minimum requirements for Schematic Design drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.2 The Architect shall ~~update the~~ assist the Construction Manager in providing an updated estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 for the Owner's approval based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes which will bring the design within the Cost of the Work and the current SLCW.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.3.4 In addition to the requirements set forth above, Architect's Design Development documents shall also include the minimum requirements for Design Development drawings and specifications described in Exhibit A, Design Phase Deliverables.

implies higher standard of care

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 Owner's approval. The Construction ~~Documents shall illustrate and describe the further development of the approved Design Development~~ Documents and shall consist of ~~well-coordinated~~ 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 all~~ sufficient detail the materials, systems, and all other requirements necessary for the complete construction of the Work. In order to perform the Work, the ~~Contractor~~ Construction Manager will provide additional supplemental information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Owner and Architect acknowledge that such supplemental information shall not relieve the Architect of its obligation to fully design and describe the Work.

applicable

§ 3.4.2 The Architect shall ~~incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents; prepare Construction Documents that strictly conform with the laws, codes, ordinances, regulations, and other requirements in effect at the time of permit issuance by applicable government authorities having jurisdiction over the Project.~~

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner, the Construction Manager, and the Owner's Representative Consultant in the development and preparation of ~~(1)-(a) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2)-(b) the form of agreement between the Owner and Contractor; and (3) Construction Manager; and (c) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).~~ The Architect shall also compile a project Project manual that includes the ~~Conditions of the Contract for Construction and Specifications, Specifications~~ and may include bidding requirements and ~~sample forms~~. The Architect shall not distribute any bidding or procurement information to any third party without the Owner's prior written approval. The Work may be divided into one or more sets of (or bid packs), at the Owner's discretion and the Architect shall provide the Construction Documents accordingly.

as documented in the approved schedule per 1.1.4

§ 3.4.4 The Architect shall ~~update the estimate for the Cost of the Work prepared in accordance with Section 6.3~~ assist the Construction Manager in providing an updated itemized estimate of the Cost of the Work based upon the Construction Documents produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the then-current SLCW. If the Owner has engaged a Construction Manager or estimator

for pre-construction services on the project, the Architect shall cooperate with, review, and assist such party in preparing any preconstruction estimates.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the ~~Work~~, Work or SLCW, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents, requirements, bidding information, bidding forms, and proposed contract forms, General and Supplementary Conditions, specifications, and drawings and any other necessary Contract Documents.~~ The bidding and contract forms shall use the unabridged AIA Contract Documents, modified as necessary and as appropriate.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 ~~organizing and conducting a pre-bid conference for prospective bidders;~~
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- .4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner-Owner; and~~
- .5 participating in selection interviews and negotiations with prospective contractors, and major subcontractors, vendors and suppliers; and following up with preparing a summary report of the interviews and negotiation results

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 Upon issuance of Construction Documents for bidding, the Architect shall provide, at no cost to the Owner, the Construction Manager, or the bidders upon request, necessary usable AutoCAD drawings that facilitate dimension and quantity take-offs, overlay of fire suppression systems, communication, annunciation and security systems, and furniture layout, etc. The Architect shall protect the electronic versions of Construction Documents to ensure they cannot be used for purposes other than bidding.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; ~~and and~~
- .4 if required and directed by the Owner, participating in negotiations with prospective contractors, major subcontractors, vendors and suppliers, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 The Architect shall review contracts and Modifications between the Owner and Contractor / Construction Manager that enumerate the Contract Documents and certify that such instruments accurately enumerate the complete set of Contract Documents describing the Work.

§ 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 ~~Contractor Construction Manager~~ as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend Construction, as modified and incorporated into this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract for Construction, shall be enforceable under this Agreement to the extent that they are not inconsistent with this Agreement.~~

only as to Article 4 addressing architect responsibilities

on A201 - strike out section 4 and refer to attached executed B101

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 ~~Contractor's 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 ~~Contractor Construction Manager~~ or of any other persons or entities performing portions of the ~~Work. Work, except as provided in Section 3.6.2.~~

§ 3.6.1.3 ~~Subject to Section 4.2 and except Except~~ as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences ~~with the award of the Contract for Construction and terminates on the date the Architect issues the~~ upon the Owner's Notice of Commencement to the Construction Manager and concludes on the date the Owner acknowledges and accepts the Architect's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall ~~visit make visits to~~ the site at intervals appropriate to the ~~stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the various stages of construction as Architect deems reasonably necessary in order to observe the progress and quality of Construction Manager's Work. Observations must be conducted by a qualified design and/or construction person (trained eyes) to examine completed Work or Work in progress to determine its conformance to the Contract Documents. A document or report shall be produced by the Architect subsequent to such observation or observations that either confirms or confutes the witnessed construction's compliance with plans and specifications requirements. The Owner and Architect acknowledge that the Architect shall visit the site not less than one (1) day per week during the execution of the Work. Site visits and observations by the Architect are not intended to be exhaustive or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the Architect in this Agreement and the Contract Documents, but rather are intended to include spot checking, selective sampling and similar methods of general observation of the Work based on the Architect's exercise of professional judgment to determine in general if such work is proceeding in accordance with the Contract Documents to guard the Owner against defects and deficiencies in 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 Documents and from the most recent construction schedule submitted by the Contractor, and (3) Construction Manager, and (b) defects and deficiencies observed in the Work.~~

Attend Site Visits every other week.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 Contractor, 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~~ advise the Owner of its interpretation of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or ~~Contractor-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. Nothing in this Agreement, nor in the A201-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval.

§ 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 Contractor, 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 Contractor 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 Contractor as provided in the Contract ~~Documents~~. Documents; however, the Architect's initial decisions shall not bind the Owner in the absence of the Owner's express written acceptance of it.

§ 3.6.3 Certificates for Payment to ~~Contractor-Construction Manager~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the ~~Contractor-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 site visits, observations, and evaluation of the Work as provided in Section 3.6.2 and on the data comprising the ~~Contractor's Construction Manager's~~ Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the ~~Contractor-Construction Manager~~ is entitled to payment in the amount certified. ~~The foregoing representations are subject to (1) Architect's certification for payment shall constitute a representation that the Architect believes it has a sufficient basis for certification. The foregoing representations are subject to (a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2)-(b) results of subsequent tests and inspections, (3)-(c) correction of minor deviations from the Contract Documents prior to completion, and (4)-(d) 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)-(a)~~ made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, ~~(2)-(b)~~ reviewed construction means, methods, techniques, sequences or procedures, ~~(3)-(c)~~ reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the ~~Contractor's Construction Manager's~~ right to payment, or ~~(4)-(d)~~ ascertained how or for what purpose the ~~Contractor-Construction Manager~~ has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain ~~a~~ an organized record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the ~~Contractor's 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 Contractor's 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 Contractor's or 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 Contractor 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 Contractor'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. In the event the Architect reviews a Construction Manager's submittal that pertains to a performance specification or to a delegated part of the design, the Architect will conduct a thorough review of the submittal to ensure the Contractor's or Construction Manager's design adequately conforms to the performance parameters and accounts for baseline conditions the Architect has previously identified. The Architect shall ensure the submittal bears the appropriate professional's seal and signature. The Architect shall be entitled to rely upon, upon properly sealed and signed submittals, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals; however, the Architect remains responsible to coordinate and integrate their design with the rest of the design for the Project.~~

§ 3.6.4.4 ~~Subject to Section 4.2, the The~~ Architect shall review and respond to requests for information about the Contract Documents. ~~The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the As set forth in the AIA Document A201-2017, the Architect and Construction Manager shall establish and adhere to protocols for the submission and review of requests for information.~~

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ~~The Subject to the approval of the Owner, 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~~Project or an extension of the Contract Time. ~~Subject to Section 4.2, the Architect shall prepare All authorizations for minor changes in the Work shall be in writing or confirmed by the Architect in writing within twenty- four (24) hours of authorization of the Change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or Contract Sum. The Architect shall review and assist in preparing Change Orders and Construction Change Directives (along with all necessary descriptive drawings, specifications, or other documents to fully describe any changes to the Work) 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~~review requests by the Owner, Contractor, or Construction Manager for changes in the Work. The review shall include the Architect's evaluation of the proposed change's impact on the Owner's program, the duration of the Project, the cost of the Project, and the design intent expressed by the Construction Documents. The Architect shall summarize its evaluation in a written report to the Owner within any time limits agreed upon, within any time limit set forth on the request for change, and without causing delay to the progress of the Work. The Architect shall prepare and issue revised Construction Documents as necessary to implement proposed changes in the Work that have been accepted by or directed by the Owner or Construction Manager.

§ 3.6.5.3 The Architect shall maintain a complete organized set of Contract Documents including any Modifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion, to identify Work to be completed or corrected after Substantial Completion and before Final Completion, and the date of final completion;
- .2 issue Certificates of Substantial an "Architect's Punch List" of Work to be completed or corrected after Substantial Completion and before Final Completion;
- .3 when the necessary conditions of the Contract Documents are satisfied, issue Certificates of Substantial Completion in the form of an AIA G704;
- .4 collect, organize, and forward to the Owner, for the Owner's review and records, written warranties and all other related documents required by the Contract Documents and received from the Contractor; and Construction Manager; and
- .4 .5 when in compliance with all requirements of the Contract Documents, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the estimated cost to perform all Work to be completed or corrected, the balance of the Contract Sum remaining to be paid the Contractor, including Construction Manager, and 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 Contractor: (1) Construction Manager: (a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)-(b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3)-(c) any other documentation required of the Contractor-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 addition to the Basic Services required of the Architect by Article 3, the Architect shall provide the Supplemental Services specifically identified in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2: responsibility. The Owner shall compensate the Architect for these services as part of the Architect's basic compensation as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the Architect is not designated as providing the service, 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 (Architect, Owner, by Others or not provided)
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Supplemental Services	Responsibility (Architect, Owner, by Others or not provided)
§ 4.1.1.1 Programming	<u>Architect to validate Owner's Program</u>
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 § 4.1.1.2 Measured drawings	<u>Architect's Basic Service</u>
§ 4.1.1.4 § 4.1.1.3 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 § 4.1.1.4 Site evaluation and planning	<u>Architect to validate Owner's</u>
§ 4.1.1.6 § 4.1.1.5 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 § 4.1.1.6 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 § 4.1.1.7 Civil engineering	<u>Architect's Basic Service</u>
§ 4.1.1.9 § 4.1.1.8 Landscape design	<u>Architect's Basic Service</u>
§ 4.1.1.10 § 4.1.1.9 Architectural interior design	<u>Architect's Basic Service</u>
§ 4.1.1.10 Value analysis	<u>Architect to assist Construction Manager</u>
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 § 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	<u>Architect to assist Construction Manager</u>
§ 4.1.1.12 On-site Project representation	Architect's Basic Service
§ 4.1.1.13 On site project representation	
§ 4.1.1.14 § 4.1.1.13 Conformed documents for construction	<u>Architect's Basic Service</u>
§ 4.1.1.15 § 4.1.1.14 As-designed record drawings	<u>Architect's Basic Service</u>
§ 4.1.1.16 § 4.1.1.15 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 § 4.1.1.16 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 § 4.1.1.17 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 § 4.1.1.18 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 § 4.1.1.19 Architect's coordination of the Owner's consultants	<u>Architect's Basic Service</u>
§ 4.1.1.20 Telecommunications/data design	<u>Architect to Coordinate with Technology Design Consultant</u>
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.21 Security design	<u>Architect to Coordinate with Technology Design Consultant</u>
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.22 Commissioning	<u>Architect to coordinate with Commissioning Agent</u>
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 § 4.1.1.23 Sustainable Project Services pursuant to Section 4.1.3	<u>Architect to coordinate and assist Owner</u>
§ 4.1.1.25 § 4.1.1.24 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 § 4.1.1.25 Multiple bid packages	<u>Architect's Basic Service</u>
§ 4.1.1.27 § 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect to coordinate with FF&E Vendor, if not included within the Architect's Basic Service</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 § 4.1.1.28 Other services provided by specialty Consultants	Architect's Basic Service

Contract calls for periodic site visits during construction administration not full time on site representation- we are happy to provide these services as an additional service - please define how many days per week are required

Please define what service is being requested, otherwise strik

Supplemental Services	Responsibility (Architect, Owner , by Others or not provided)
§ 4.1.1.30—§ 4.1.1.29 Other Supplemental Services:	-----
<u>§ 4.1.1.29.1 Interior and Exterior Signage including interior and exterior wayfinding</u>	<u>Architect's Basic Service</u>

§ 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.)~~

Not Used.

~~§ 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.)~~

and as per 4.1.1.23

~~§ 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 E204™-2017, Sustainable Projects Exhibit, as modified attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.3.~~

§ 4.2 Architect's Additional Services

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

or Reduced Services

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

- ~~1. Services necessitated by a change in the Initial Information, previous instructions or 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 procurement or delivery method;~~
- ~~2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~7. Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~9. Evaluation of the qualifications of entities providing bids or proposals;~~

~~.10— Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

~~.11— Assistance to the Initial Decision Maker, if other than the Architect. With the Owner's prior written permission, the Architect may provide Additional Services after execution of this Agreement without invalidating it. These Additional Services may be requested by the Owner or suggested by the Architect, but in all cases, the Architect shall obtain the Owner's written authorization to provide the Additional Services and written approval of the basis of compensation for them before providing them. The Architect waives its right to compensation for any Additional Services performed prior to receipt of the Owner's written authorization and approval. Additional Services are not deemed authorized until an executed amendment, in the form attached as Exhibit D, is fully executed.~~

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner 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.~~

- ~~.1— Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. The Architect shall be compensated for authorized Additional Services in accordance with Section 11.2. The Architect's schedule for its services shall be equitably adjusted to account for the actual additional time needed to perform them.~~

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

- ~~.1— () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2— () visits to the site by the Architect during construction~~
- ~~.3— () 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— () inspections for any portion of the Work to determine final completion. Owner may reduce the scope of the Architect's services by issuing a written notice to that effect to the Architect. Upon receipt of such notice, the Architect will cease work as instructed and advise the Owner of its estimate of the impact the reduction in scope may have on the Project and the SLCW. The Architect's compensation and schedule shall be equitably adjusted to credit the Owner with the reduced scope of work and the Agreement shall be amended to reflect the reduction in scope and compensation.~~

§ 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. The Architect shall not receive compensation for changes or Additional Services made necessary by Architect's negligence, error, omission, or failure to meet the standard of care.~~

§ 4.2.5 ~~If the services covered by this Agreement have not been completed within () 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. The Architect shall advise the Owner of Additional Services (i) it should provide if the Architect is to meet its standard of care obligations, (ii) that would be expected of an Architect performing its services competently, and (iii) that are reasonably necessary to accomplish the Owner's goals for the Project. 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 and shall provide the Owner with an estimate of the Architect's cost and an estimate of the impact, if any, on the Architect's schedule costs. The following may constitute Additional Services:

- .1 Services necessitated by a material and substantial change in the initially agreed upon Project scope (including changes in the Project size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method) or previous instructions or approvals given by the Owner;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, after the publication of Construction Documents for permit is received (including changing or editing previously prepared Instruments of Service);
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to prior specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for an excessive amount of alternate bid or proposal requests proposed by the Owner;
- .6 Except for the Architect's role as an Initial Decision Maker, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the dispute relates to the Architect's negligence, error, omission, or failure to meet its standard of care; or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.6 NOT USED

§ 4.2.7 The Architect shall provide Construction Phase Services that substantially and pervasively exceed the limits set forth below as Additional Services. As a condition precedent to compensation for such Construction Phase Additional Services, the Architect shall notify the Owner prior to the limits below being reached:

- 2 .1 ~~«Three» («3»)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- 2 .2 ~~«Three» («3»)~~ 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
- 2 .3 ~~«Three» («3»)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.8 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.7, Construction Phase Services provided more than sixty (60) days after (a) the date of Substantial Completion of the Work or (b) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services, but only to the extent the Architect incurs additional cost in providing those Construction Phase Services and only to the extent the ~~Owner actually recovers such additional costs from the Construction Manager.~~

60-days

§ 4.2.9 If the services covered by this Agreement substantially extend past ~~«six» («6»)~~ months of the Substantial Completion Date in Section 1.1.4.3, through no fault of, or in any way caused by, the Architect, the extension and compensation of the Architect's services beyond that time shall be subject to negotiation as an Additional Service.

§ 4.3 Change Directive

§ 4.3.1 A Change Directive is a written order prepared by the Owner directing a change in the scope of the Architect's services prior to agreement on the adjustment, if any, to the Architect's schedule or compensation for the change. Upon receipt of a Change Directive, the Architect shall promptly advise Owner of the cost and impact of the requested change in services and advise the Owner of its agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the schedule or compensation. Architect shall not proceed with the changes described in the Change Directive until after Owner has reviewed the cost and impact of the requested changes and confirms in writing that it wishes Architect to proceed with the change in scope or services and the Agreement is amended, if needed, to reflect a change in compensation or scope.

§ 4.3.2 The Architect shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all costs and savings related to the change in the scope of services together with appropriate supporting data. Unless

otherwise provided in the Article 11, an increase in the Architect's compensation for the purposes of this Section shall be limited to the following:

- .1 Costs of labor either the hourly rates established by Article 11 or the actual cost of wages, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs for reimbursable expenses;
- .3 Costs for consultants;
- .4 Costs to review and coordinate the revised Instruments of Service; and
- .5 An appropriate charge for overhead and profit.

§ 4.3.3 If the Architect disagrees with the adjustment in the schedule or compensation, the Architect may make a request to resolve a Claim in accordance with applicable provisions of Article 8.

§ 4.3.4 The amount of credit to the Owner for a deletion or change that results in a net decrease in the Architect's compensation shall be actual net cost as confirmed by the Owner.

We understand that the project requires good partnership, and information from the owner will form an important basis of understanding for the A/E. We recommend that this be rewritten to align with a more mutual sharing of responsibility. The Architect shall identify in writing, during the Program Validation and Schematic Design phase specific Owner requirements to help maintain schedule and scope....or similar..

reasonably in dispute, subject to the right of either party to disagree and assert a Claim in accordance with Article 8.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested by the Architect in writing 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. The failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect provides timely notice to the Owner in writing that the lack of such information may, and to what extent, impede the progress of the Project. The Architect and Owner acknowledge that any information provided by Owner is subject to change and that the Basic Services and Supplemental Services, as well as the compensation provided herein, take such changes into account.

§ 5.2 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 Architect shall perform its services so that the Project can be completed within the SLCW. The Owner may choose to update the SLCW as it deems necessary throughout the duration of the Project until final completion. Project. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the SLCW, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Owner may, but is under no obligation, to disclose to the Architect the Project's overall budget.

§ 5.3 The Owner shall identify in Section 1.1.7.1 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.

§ 5.4 The Upon written request by the Architect, 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.

§ 5.5 The Subject to Section 3.1.2 and where necessary for the Architect's performance of its services, 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.

§ 5.6 ~~The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~**NOT USED**

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~**NOT USED**

§ 5.8 The ~~Owner-Architect~~ shall coordinate the services of ~~its own~~ the Owner's separate consultants with ~~those the~~ services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the relevant portions 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 that are~~ 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 necessary for the Project's completion.~~ **Need to keep this statement and intent**

§ 5.9 The Owner shall furnish tests, ~~inspections~~ 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. Documents. The Architect shall provide the Owner with timely notice of any need for such tests, inspections, or reports.

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

§ 5.11 The Owner shall endeavor to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, ~~omissions~~ omissions, or inconsistencies in the Architect's Instruments of Service. of Service; but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the ~~Contractor~~ 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

§ 5.13 ~~Before executing the Contract for Construction, the Owner~~ The Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall perform its services in a manner consistent with the obligations of the Architect as stated in this Agreement and in the AIA Document A201-2017. Upon written request, the Owner shall provide the Architect with a copy of the executed agreement between the Owner and ~~Contractor~~ Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect with reasonable access to the Project site prior to commencement of the Work and shall obligate the ~~Contractor~~ Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect and Architect's consultants acknowledge that the Construction Manager is responsible for construction site safety by enforcing safety rules and regulations. Architect and Architect's consultants shall familiarize themselves, observe, and comply with such construction site safety rules. Prior to accessing and/or visiting the Project site, the Construction Manager may require the Architect and Architect's consultants to attend a safety class or classes as required for construction site safety.

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~**NOT USED**

§ 5.16 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Architect with information as to

Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents or designs. In no way does any review and/or approval Owner alter the Architect's responsibilities under this Agreement.

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 contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and ~~equipment, equipment~~ donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include ~~the compensation of the Architect; Architect,~~ the costs of the land, rights-of-way, financing, or ~~contingencies for changes in the Work;~~ Construction Manager contingency, Owner's contingencies or other costs that are the responsibility of the Owner.

§ 6.2 ~~The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, Evaluations of the Owner's SLCW, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. by, or in consultation with, the Architect, represent the Architect's best judgment as an experienced design professional in the applicable marketplace familiar with the construction industry.~~ It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or ~~equipment; the Contractor's equipment, the Construction Manager's~~ methods of determining bid ~~prices; prices,~~ or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the ~~Owner's budget SLCW~~ for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include recommended design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.SLCW.~~

§ 6.4 ~~If, through no fault of the Architect, the Procurement Phase has not commenced within 90~~ The estimate of the Cost of the Work shall be projected to the scheduled date for the Project's completion. If the Work has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall the Owner (or if at any time the Architect observes any material changes in the construction market) the Architect shall advise the Owner as to any anticipated escalation or reduction in the Cost of the Work due to changes in construction market. Owner's SLCW may, at the Owner's discretion, be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the ~~Architect's~~ estimate of the Cost of the Work exceeds the Owner's ~~budget for the Cost of the Work, the Architect shall SLCW, the Architect shall, without additional compensation from the Owner, 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.~~

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

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

on a one time basis,

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4, the Architect~~ Sections 6.6.1 or 6.6.4, the Architect without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.SLCW as adjusted under Section 6.6.1.

Need to keep the intent of this section

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect ~~and the Owner warrant warrants~~ that in transmitting Instruments of Service, or any other information, the ~~transmitting party Architect~~ is the ~~copyright owner originator~~ of such information or has permission from the copyright owner to transmit such information for its use on the Project. ~~Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.~~

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, drawings, specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Architect or the Architect's consultants in connection with the Work or otherwise communicated by the Architect to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Architect's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to the Owner and shall at all times be and remain vested in the Owner. For those documents which contain the Architect's or the Architect's consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Architect's or the Architect's consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Architect for any services under this Agreement is expressly conditioned upon the Architect obtaining a valid written comprehensive assignment of all rights, title, and interest from its consultants in terms identical to those that obligate the Architect to the Owner as expressed in this section, which the Architect hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and the Architect's consultants a revocable, nonexclusive license for the limited purposes relating directly to the Architect's performance under this Agreement, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architects marketing material in accordance with Section 7.3 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the nonexclusive license may be sub-licensed to the Architect's consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, 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.~~ In the event the Owner uses the Instruments of Service without retaining the Architect's services, to the extent provided by law, the Owner releases the Architect and Architect's consultant(s) from all 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 the Architect's consultants from all costs and expenses, including the cost of defense, related to causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification and use of the Instruments of Service without the Architect's approval under this Section 7.3. The terms of this Section 7.3 shall not apply if the Owner rightfully terminates this Agreement for cause.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner.

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

§ 7.5 Architect shall deliver master reproducible drawings and specifications in electronic format when the design is approximately fifty percent (50%) complete and at the start of construction or at other times as determined by formal request from the Owner. Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, to the Owner upon completion of the Work hereunder, or upon the termination of this Agreement. In the event this Agreement is terminated by the Owner for any reason, Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, upon such termination; provided however, that Owner shall pay Architect for any undisputed amounts in accordance with Article 9 of this Agreement.

§ 7.6 The Architect shall use a CADD system for the preparation of all Instruments of Service in a manner consistent with such usage by comparable Architecture firms with expertise in projects similar in nature and scope to the Project. To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CADD files on electronic media ("CADD Discs") that can be reproduced with standard CADD equipment. Unless otherwise provided in this Agreement, if CADD technology is used by the Architect in connection with this Project, Architect shall retain all rights, title and interest in the CADD applications programs, electronic tapes, and disks related to the CADD applications programs. If Owner wishes to obtain a copy of any electronic media containing portions of Architect's design database pertaining to this Project for any reason, then Architect shall prepare a duplicate disk and deliver the same to Owner at no additional cost. Uses by the Owner include but are not limited to backgrounds for Construction Manager or subcontractor shop drawings, as-built drawings, Owner marketing and other Owner promotional materials. Throughout the progress of the Project, the Owner may request an "in progress" set of CADD Documents for all or any portion of the Project and the Architect shall deliver the same to the Owner within three (3) business days of such request.

§ 7.7 No license is granted by this Agreement or otherwise allowing Architect or the Architect's consultants to reproduce, distribute, modify, display, or otherwise use any Owner-related marks, logos, and graphics. The Architect hereby acknowledges that marks, logos, and graphics related to the Owner are valuable intellectual property, and that misuse or misappropriation of them will damage the Owner. Reproduction, display, distribution, modification, or any other use of Owner-related marks, logos, or graphics without the prior, express, and written permission of the Owner is prohibited. That permission may be refused or revoked for any reason, in the Owner's sole discretion.

§ 7.8 Except as otherwise stated in Sections 7.2 and 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims. A "Claim" is a demand or assertion by one of the Parties (Owner or Architect) seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Architect shall resolve 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 Claims Resolution process in § 8.2. and, except as otherwise provided by applicable law, in no case may either Party bring a cause of action against the other Party more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all ~~claims~~ Claims and causes of action not commenced in accordance with this Section 8.1.1. Article 8.

§ 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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. Pending final resolution of any Claims, the Architect shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 8.1.4 The Architect shall initiate by written notice, any Claims for an increase to the Architect's compensation, and obtain Owner's written approval by a written Amendment to the Agreement, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Architect shall initiate a Claim by written notice to the Owner no later than twenty- one (21) days after the event giving rise to such Claim.

§ 8.2 Negotiation, Claim Resolution, and Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Within ten (10) business days of receipt of a notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by referring the Claim to persons who have authority to settle the Claim on behalf of each Party. The individuals with authority to resolve Claims shall meet within ten (10) days of receipt of written notice of a Claim. The Parties shall attempt in good faith to negotiate a resolution of the Claim prior to pursuing other remedies. If the Parties agree on the method of resolving the Claim, such method shall be embodied in a written agreement signed by the Owner and the Architect. Construction lien law does not extend to liens against a municipalities' property, therefore the Architect may not file a lien against the Owner's Property for unpaid sums.

If the parties are unable to resolve a dispute through Informal Negotiations (8.2.1), the parties next agree to submit the claim to mediation. The parties shall mutually agree on the mediation tribunal and mediator and schedule for mediation proceedings.

~~§ 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 reserved~~

Need to retain

~~§ 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 reserved~~

§ 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 Dispute resolution may be by the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent ~~jurisdiction~~ jurisdiction, subject to the venue requirements of Section 10.1

☐ Other: ~~(Specify)(Specify)(Specify)~~ (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 non-binding dispute resolution method other than litigation, the dispute will be resolved in ~~a court of competent jurisdiction~~ in a court of competent jurisdiction subject to the venue requirements of Section 10.1.

§ 8.3 Arbitration - reserved

~~§ 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 reserved~~

§ 8.3.4 Consolidation or Joinder - reserved

~~§ 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).~~ § 8.3.5 reserved

§ 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.Alternative Dispute Resolution for Architect's Errors, Omissions, and Negligent Acts

§ 8.4.1 - § 8.4.5 reserved

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of the Architect to suspend~~ performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven-ten (10) business days'~~ written notice to the Owner ~~to cure~~ 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 ~~by~~ the Owner because of such suspension of services. ~~Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~Upon payment to the Architect of all undisputed sums due prior to suspension, the Architect shall immediately resume its services. If the Project is suspended for more than one hundred eighty (180) days, the Architect shall be paid for services completed at the time of suspension.

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

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative one hundred eighty (180) consecutive~~ 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.~~ shall be reimbursed for services completed at the time of suspension.. Should suspension exceed one hundred eighty (180) consecutive days, the Architect, subject to the Owner's approval of replacements, shall be entitled to substitute key team members that become unavailable due to the Project's suspension.

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

§ 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.~~This Agreement may be terminated by the Owner, with or without cause, for Owner's convenience upon written notice to the Architect.

§ 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~~In the event of a termination, the Architect shall be compensated 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 including Reimbursable Expenses reasonably incurred prior to termination. If at the time of termination by Owner, the Architect's compensation is based on a percentage of the Cost of the Work, the Architect shall be compensated for services performed prior to termination based on the lesser of the SLCW, current estimated Cost of the Work, Contract Sum of the Contract for construction, or current Guaranteed Maximum Price of the Cost of the Work, multiplied by the applicable percentage fee and the applicable percentage of services completed at the time of termination based on the schedule of values in Section 11.5.~~

§ 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:~~

~~the event of a termination, Owner's sole responsibility shall be to pay the Architect in accordance with Section 9.6 for services performed and accepted prior to termination, without waiver of damages, if any, flowing from Architect's acts, errors, or omissions.~~

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~ **NOT USED**

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article ~~7 and Section 9.7.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ~~This Unless precluded by law of the state where the Project is located, 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-laws of the State of Michigan without regard to any conflict of law principles. In the event the Parties resort to a court, the Parties hereby (a) irrevocably consent and submit to the jurisdiction of the 51st District Court or the 6th Circuit Court sitting in the State of Michigan, County of Oakland, or the U.S. District Court for the Eastern District of Michigan-Southern Division, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State of Michigan shall govern without regard to any conflict of law principles; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. The Architect shall incorporate the requirements of this choice of law and forum selection clause into all agreements with consultants, engineers, and other persons or entities (of any tier) providing Project-related services who, as Project participants, are in direct or indirect privity with the Architect.~~

§ 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.~~ **Construction**, as modified, unless a contrary definition is set forth herein or inferable herefrom.

§ 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~~ written consent of the other. The

Owner reserves the right, upon notice to the Architect, to assign this Agreement to an institutional 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 or to any other persons or entities who are ready and capable of performing the Obligations under the Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14-seven (7) 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-seven (7) 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. Architect or the Owner.

§ 10.5.1 The Owner shall enjoy the same benefits and rights to the Architect's consultants as the Architect enjoys with respect to its consultants. That Architect shall enter into written contracts with its consultants and engineers that impose upon its consultants the same duties and obligations to the Owner as the consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Architect shall, upon Owner's written request, assign such consultant agreements as directed by the Owner. Such assignment shall not change the fact that the Owner has no obligation to pay the Architect's consultants any amounts whatsoever, except prospective fees expressly agreed to in writing by the Owner after Owner's acceptance of an assignment of the Architect's consultant agreements. The Architect shall provide the Owner copies of any agreement entered into by the Architect pursuant to this Agreement or the Project. If Architect's compensation exceeds \$50,000, Architect shall be required to post a Payment Bond in connection with the Project to ensure payment of its consultants and engineers.

AE's don't
post
payment
bonds

§ 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. The Architect shall not knowingly specify in the Project Construction Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, Architect shall require each contractor to certify to the Owner and the Architect that no ACBM or any known hazardous building materials were used in the construction of the Project.

§ 10.7 The Architect shall have the right to Only upon the written consent by the Owner, which may be withheld for any reason, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project, concerning Owner's security measures and any information. The Architect shall furnish to the Owner, without charge, copies of all such materials for Owner's use as well as the Owner's review and approval prior to any publication. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4-Agreement.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. **CONFIDENTIALITY.** "Confidential Information" means information that is exempt from disclosure under the Michigan Freedom of Information Act, Public Act 442 Of 1976, MCL 15.231 et. seq. This Section 10.8 shall survive the termination of this Agreement. By entering into this Agreement, the Architect agrees to the following Confidentiality Agreement:

- .1 The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (a) with prior written consent of the Owner, (b)

- information which has become part of the public domain prior to the date of the Agreement, (c) information which becomes part of the public domain by means other than an unauthorized act or omission of the Architect, or (d) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).
- .2 The Architect shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner.
 - .3 The Architect shall maintain, and shall cause all members of the design and consulting team, their directors, officers, employees, and agents, to maintain, during and after the term of the Agreement, the confidentiality of all confidential information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by above paragraph 10.8.1.
 - .4 The Architect shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Services performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written permission.
 - .5 The Architect shall not, without the express written consent of the Owner, discuss the Work or any part thereof with people under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. Architect shall follow the confidentiality and disclosure with requirements relating to a crisis management plan if one is agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Architect to publicity released by the Owner that is detrimental to the reputation of the Architect. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Architect shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.
 - .6 The Architect shall cause all members of the design and consulting team to specifically acknowledge that the provisions of this Confidentiality Agreement are binding upon them.
 - .7 If the Architect becomes legally compelled to disclose any information concerning the Work, the Architect shall provide the Owner with verbal and written notice prior to disclosure so that the Owner may have the opportunity to seek a protective order or other appropriate remedy. In the event that a compelled disclosure is made by the Architect, the Architect agrees to produce only that portion of information which the Architect is legally obligated to disclose.

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

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

§ 10.10 WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate, nor be construed as, a continuing waiver.

§ 10.11 INDEPENDENT CONTRACTOR. This Agreement shall not render Architect or any of its personnel an employee, partner, agent, or joint venturer with Owner for any purpose. Architect is, and will remain, an independent contractor in its relationship to the Owner. The Owner shall not be responsible for withholding taxes with respect to the compensation of the Architect. The Architect shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits,

unemployment insurance benefits, or employee benefits of any kind. Architect shall indemnify and hold Owner harmless for all demands and causes of action against the Owner by and Architect employee, arising out of any contract for hire or employer relationship between Architect and any Architect employee including, but not limited to Worker's Compensation, disability pay or other insurance of any kind. Architect shall solely control, direct, and supervise and be fully liable for the conduct of all Architect employees.

§ 10.12 USE OF STATE, FEDERAL OR OTHER SOURCES OF FUNDS. Portions of the Project, including the professional services to be provided under this Agreement may be funded by state or federal or private grant funds. If Owner receives grant funds, Owner shall provide Architect with all grant requirements applicable to the Project that pertain to Architect. If a state, federal or other grant requires specific language to be included in this Agreement that is not currently included, the Parties shall amend the Agreement to include the required grant language. Architect shall cause the requirements of grants received by Owner, relating to this Project, to be incorporated into the provisions of each Consultant Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services ~~described under Article 3, and Supplemental Services described under Articles 3 and 4,~~ the Owner shall compensate the Architect as follows:

~~1~~ Stipulated Sum A total Lump Sum fee of _____ Dollars (\$) for Complete Design Services based on the estimated Cost of the Work, plus a Not-to-Exceed amount of ~~XXXXX~~ _____ Dollars (\$) for any Reimbursable Expenses, which will be invoiced at actual cost without markup.

~~(Insert amount)~~

For furniture, fixtures, and equipment with a separate budget of approximately \$2,000,000, which includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Architect's fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for furniture and equipment projects managed), shall be _____ percent (%), to act as the Owner's Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture.

proposal is for a lump sum fee for the defined scope - AE's scope remains the same regardless of construction costs - fee changes will require negotiation of the actual changes to scope of work and the time needed to complete these scope changes versus an arbitrary cost as a percentage of construction costs. This creates a more transparent and fair working relationship.

~~2~~ Percentage Basis
~~(Insert percentage value)~~ In the event the Owner's SLCW materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect's compensation shall be as follows:

~~()~~ % of the Owner's budget for difference of the Cost of the Work, as calculated in accordance with Section 11.6 or as otherwise agreed to by the parties.

~~3~~ Other
~~(Describe the method of compensation)~~

Notwithstanding the foregoing, any increase or reduction to the Architect's Fee shall be amended in writing.

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

NOT USED

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

Fee changes will require negotiation of the actual changes to scope of work and the time needed to complete these scope changes versus an arbitrary cost as a percentage of construction costs. This creates a more transparent and fair working relationship.

~~Depending on the nature of the request, and upon mutual agreement by the parties, compensation for Additional Services shall be as follows.~~

~~_____ % of Cost of the Work, or as otherwise agreed to by the parties.~~

Notwithstanding the foregoing, any increase or reduction to the Architect's Fee shall be amended in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 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.)

zero percent (0%).

§ 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	<u>Fifteen</u>	percent (	<u>15</u>	%)	SD 15%
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)	DD 24%
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)	CD 30%
Procurement Phase	<u>Two and One Half</u>	percent (	<u>2.50</u>	%)	P 3%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)	CA 25.5%
<u>Project Completion</u>	<u>Two and One-Half</u>	percent (	<u>2.50</u>	%)	PC 2.5%
Total Basic Compensation	<u>one hundred-One Hundred</u>	percent (	100	%)	

§ 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 lesser of the Cost of the Work or SLCW. Compensation for previously completed Phases of Services 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 by the Architect in accordance with this Agreement for those portions of the Project except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the Project in accordance with the SLCW. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed by the Architect in accordance with this Agreement whether or not the Construction Phase is commenced is commenced except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the project in accordance with the SLCW.

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

See Exhibit E – Architect's Hourly Rate Schedule.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses ~~Expenses~~, when indicated under Sections 11.1 or 11.3 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; subsistence costs not exceeding the limits established by the Owner;
- 2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- 3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~

- ~~4~~ 3 Printing, reproductions, plots, and standard form ~~documents; documents except for Architect's internal use, Owner reviews, agency approvals, public utility companies use and permitting;~~
- ~~5~~ 4 Postage, handling, and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ 5 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; and not included in the Basic or Supplemental Services; and
- ~~9~~ 6 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; expenses that are enacted subsequent to the execution of this Agreement.

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

§ 11.8.3 The Architect shall not be entitled to any single reimbursement for Reimbursable Expenses in excess of One Thousand Dollars (\$1,000) without the Owner's prior written authorization.

§ 11.9 Architect's Insurance. ~~If the types and limits of coverage required in Section 2.5 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 2.5, and for which the Owner shall reimburse the Architect.)~~

NOT USED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (~~\$ ■~~) Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice, first, and if necessary, subsequent invoices.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) days after the invoice date sixty (60) days after the date on which the Owner receives an adequately documented invoice 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.)~~

~~■% Prime interest rate as published in the Wall Street Journal on first day of the month when owed payment becomes delinquent; however, shall not exceed six percent (6%) 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.~~ may

~~withhold, without the Architect stopping or in any other way disrupting its services or the Project, any disputed sums or sums subject to a Claim under Article 8 of this Agreement. In addition to any sums withheld due to a dispute or Claims under Article 8, the Owner may, at its sole discretion, withhold up to ten percent (10%) from each payment for the Architect's compensation as retainage to be paid upon Final Completion and Acceptance of the Work or the termination of this Agreement.~~

§ 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 for Owner review and submitted with each invoice.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 To the fullest extent possible, the provisions of this Agreement, including the Exhibits, and General Conditions shall be deemed to supplement and complement each other. In the event there is any conflict between this Agreement and AIA Document A201-2017, as amended and set forth in Section 13.2, the terms of this Agreement shall prevail.

§ 12.2 The Architect shall provide immediate written notice to the Owner if the Architect becomes aware of any defect, or omission (or potential defect, or omission) in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.3 The Owner and Architect acknowledge and agree that each have participated fully in the negotiation and preparation of this Agreement and that this Agreement shall not be more strictly construed against either party.

to the extent they are caused by

§ 12.4 Indemnification

§ 12.4.1 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims ~~that arise as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its consultants.~~

to the extent they are caused by

§ 12.4.2 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims ~~that arise as a result, in whole or in part, of the breach of this Agreement or any implied covenants deemed applied thereto, intentional acts, omissions, or other failures to perform by the Architect, its employees, its agents, or its consultants.~~

§ 12.4.3 The Architect agrees to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any claims or demands asserted by the Construction Manager or others against the Owner that a contractor or others asserting the claims ~~contend arise out of or result from the conduct, actions, or failure to act of the Architect. Architect further agrees to indemnify defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any damages, fees, expenses, and costs (including, but not limited to, legal fees, and other court, mediation, or arbitration costs) incurred by the Owner in defending against claims asserted by the Construction Manager or others against the Owner that the Construction Manager or others asserting the claims contend arise in whole or in part out of or result from the conduct, actions, or failure to act of the Architect.~~

are caused by the negligent acts, errors, omissions

§ 12.4.4 The indemnity provisions of the previous three sections in this Article 12 shall not be construed so that one provision cancels, limits, or abrogates the indemnities and protections and governmental immunity afforded the Owner or the duties of the Architect to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers in each of those sections shall be construed cumulatively.

The application of Section 12.4 provisions shall be consistent with MCL 691.991.

§ 12.5 Project Management Information System.

The Architect shall implement a management control system for the design ~~and construction~~ of the Project using to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems, decision making, and decision implementation. The data provided by the management control system must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for management decisions. The Owner plans to utilize e-Builder, a construction program management data platform, on the Project to provide

document control, RFI, Change Orders, Applications for Payment, lien waivers, project budget and invoices, project schedule, and project cost-to-complete, etc. Architect shall cooperate with the Owner to ensure full [electronic format] compatibility to properly upload the Architect's design documents and construction contract administration documents and data onto the Owner's platform.

§ 12.6 AUDIT RIGHTS

§ 12.6.1 Owner reserves the right to request supporting documentation for all amounts charged to Owner. Records will be subject to audit at any time during the term of this Agreement and for a period not to exceed seven (7) years after any amount is billed. Within thirty (30) days of receiving a request, Architect will furnish to Owner original invoices to support all charges and complete payroll records to support labor charges. Owner reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Agreement, both direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement. If requested by Owner, Architect will provide supporting records in a computer readable format as well as a hard copy.

§ 12.6.2 If an audit reveals overcharges, Architect will reimburse Owner upon demand for such overcharges plus interest thereon from the date paid by Owner through the date of reimbursement at a rate equal to two percent (2%) above the rate announced from time to time by The Wall Street Journal for such period as its "Prime Rate".

§ 12.6.3 The terms and provisions of this section 12.6 shall survive the expiration or termination of this Agreement.

§ 12.6.4 Architect shall preserve the Records for a period of seven (7) years after Final Payment, or for such longer period as may be required by law.

§ 12.6.5 Architect shall cause the provisions of this Article to be incorporated into the provisions of each Consultant Agreement. Each Consultant Agreement shall provide that Owner shall have the right, upon reasonable notice to Architect and Consultant, to audit all such Records and accounts required to be maintained by Consultant in accordance with this Agreement.

§ 12.6.5 Architect shall prepare and submit such reports concerning the Project (with supporting documentation) as may be reasonably requested by the Owner during the term and retention period. In the event Owner is audited by any governmental authority during that time concerning the Project or professional services, the Architect will cooperate with the Owner and the auditors and respond to audit inquiries in a proper and timely manner so that the audit may be resolved promptly.

§ 12.7 Notices

All notices, requests, consents and approvals which are required or permitted by this Agreement shall be in writing and as follows:

If to Owner: Attention: Victor Cardenas, City Manager
City of Novi
45175 Ten Mile Road
Novi, MI 48375

With Copies to : Attention: Brian Weber
Plante Moran Realpoint, LLC
3000 Town Center; Suite 100
Southfield, MI 48075

If to Architect: Attention: NAME
COMPANY NAME
ADDRESS
ADDRESS

§ 12.7.1 All such notices, requests, consents, and approvals shall be deemed to be given when delivered, if personally delivered, or upon receipt (as evidenced by the date set forth on the return receipt), if sent by certified mail or overnight delivery service.

§ 12.8 The Architect's duties and obligations imposed by the Agreement and Owner's rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 12.9 Protected Health Information.
Not Used.

§ 12.10 Public Body The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Architect. The Architect, assisted by the Owner's Representative Consultant, shall prepare and submit all recommendations, which require the Owner approval, as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
AIA Document A201™-2017, General Conditions of the Contract for Construction

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)Exhibit
A – Design Phase Deliverables

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)Exhibit B – AIA Document
G704-2017 Certificate of Substantial Completion

Exhibit C – Not Used

Exhibit D – Agreement Amendment Form

Exhibit E – Architect's Hourly Rates

[] Other Exhibits incorporated into this Agreement:Exhibit F – Not Used

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and
scopes of services identified as exhibits in Section 4.1.2.)Exhibit G – Architect's Certificates
of Insurance

Exhibit H – AIA Document G701-2017 Change Order

Exhibit I – AIA Document G714-2017 Construction Change Directive

Exhibit J – Project Preliminary Milestone Schedule

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

<< >>

§ 13.3 To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 13.4 This Agreement effective on the date the Owner and Architect both sign it. To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

CITY OF NOVI,

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

OWNER (Signature)

Victor Cardenas, City Manager

(Printed name and title)

Date

ARCHITECT (Signature)

<< >><< >>

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

Date

ATTACHMENT A

OWNER'S INSURANCE REQUIREMENTS

In General **AE**

The ~~Contractor~~ shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed to the Owner/City of Novi.

additional insured and waiver of subrogation

The insurance required hereunder shall not be interpreted to relieve the ~~Contractor~~ of any obligations under the Contract. The ~~Contractor~~ shall remain fully liable for all deductibles and amounts ~~in excess~~ of the coverage actually realized. **AE**

AE

\$1,000,000 personal and advertising injury, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate

MINIMUM SCOPE AND LIMIT OF INSURANCE for ~~Contractors/Architects/Engineers~~

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, \$2,000,000, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury ~~or disease~~.
4. **Surety Bonds**
Contractor shall provide the following Surety Bonds:
 1. Bid bond
 2. Performance bond
 3. Payment bond
 4. Maintenance bond
5. **Professional Liability** (if Design/Build), with limits no less than **\$5,000,000** per occurrence or claim, and \$10,000,000 policy aggregate.
6. ~~**Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$5,000,000 policy aggregate.~~

by accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit

7. **Umbrella/Excess Liability**

The ~~Contractor~~ shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000: At least \$1,000,000 limit

For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit

For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit

For contract amount over \$50,000,000: At least \$10,000,000 limit

~~If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.~~

~~Special Risks or Circumstances~~

~~Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.~~

OTHER CONTRACTUAL INSURANCE ITEMS TO POTENTIALLY INCLUDE

A. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

NAIC shall be

such approval shall not be
unreasonably withheld

B. Certificate of Insurance

The Contractor will deliver to the City of Novi

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

additional insured and waiver of
subrogation

C. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

D. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

E. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors

SCOPE AND LIMIT OF INSURANCE – CITY OF NOVI CONTROL

A.

1. **Builder's Risk Insurance**

Novi-Owned Property: During the term of this Contract, Owner, City of Novi will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

2. **Owner Controlled Insurance Program – OCIP – General Liability, and Excess Umbrella Liability.** Timing is right pre vote to start discussions, planning analysis with Kapnick Team. Opportunity to control administration, costs, ability to purchase higher limits and more effective way to protect City of Novi.

these items pertain to
contractors and are not
applicable

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's ~~rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.~~

NAIC shall be

such approval shall not be
unreasonably withheld

C. Certificate of Insurance

The Contractor will deliver to the City of Novi. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, ~~and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.~~ All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

additional insured and waiver of subrogation

D. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify the Owner in writing of ~~any changes or~~ cancelations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

General liability,
automotive
liability, and
umbrella/excess
liability

E. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

F. Endorsements and Waivers

~~All~~ insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

and

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees ~~and agents~~ and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees ~~and agents~~ should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

[end of Attachment A – Owner's Insurance Requirements]

EXHIBIT A, Architect's Design Phase [Minimum] Deliverables Document Requirements, to AIA B101-2017 Edition, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Architect** dated _____.

Owner: _____

Architect: _____

The goals of establishing the following design phase [minimum] deliverable document requirements are (1) to assist the Owner to eliminate, as much as possible, project design, budget and schedule uncertainties by increasing predictability; (2) to provide sufficient and accurate project design and engineering design documents to the Owner and Construction Manager (Contractor) so that the Construction Manager can rely upon such design and engineering documents to prepare and submit to the Owner reliable project construction budget/estimate at the completion of various design milestones – i.e., Schematic Design, Design Development, etc. The Owner fully anticipates that at the conclusion of the Schematic Design Phase, The Construction Manager shall be able to prepare and present to the Owner and the project team a formal Project budget and/or estimate which shall be divided into CSI Divisions. Such budget and/or estimate will allow the Owner to rely upon it as a “maximum target price” for the Project. At the conclusion of the Design Development Phase, the Construction Manager shall prepare and present to the Owner and the project team a “full take-off estimate” of sufficient substance and detail so the Owner will be able to rely upon as an initial Guaranteed Maximum Price (GMP) and to rely upon the initial GMP to secure financing for the Project or for each sub-component of the Project. Subsequent to acceptance of the initial GMP by the Owner, the Construction Manager shall have the principal responsibility to assist the Owner and the members of the design team to ensure that the final GMP will not exceed the initial GMP. The Construction Manager shall fully engage the Architect and other design team members, and the Architect and other design team members shall fully cooperate with the Construction Manager, to ensure that in preparing the [final] Construction Document, the scope, quality and costs of the Project are aligned (not compromised) and within the initial GMP.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests	1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design intent document (rough draft)	1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>SITE</i>	1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout	1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan	1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
<i>LANDSCAPING</i>	1. Existing conditions 2. Landscaping concept 3. Existing irrigation	1. Planting plan 2. Irrigation plan	1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends
<i>STRUCTURAL</i>	1. Structural scheme 2. Written description	1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections	1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>BUILDING EXTERIOR ENVELOPE</i>	1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements	1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections	1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
<i>BUILDING INTERIOR</i>	1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment	1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage	1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if applicable
<i>ELEVATORS</i>	1. Elevator location(s) 2. Equipment room location(s)	1. Elevator shaft section 2. Equipment description	1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements	1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations	1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC <i>(continue)</i>			12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations
PLUMBING & PIPING	1. Main water supply 2. Restroom location(s) 3. Plumbing legend	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept	1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convactor piping detail 13. Penetration details 14. Design calculations
FIRE PROTECTION <i>(MECHANICAL)</i>	1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems	1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>LIGHTING</i>		1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements	1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
<i>ELECTRIC POWER DISTRIBUTION</i>	1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend	1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction	1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
FIRE ALARM	1. Connection to Dept of Public Safety 2. Panel locations	1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations	1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS) <i>*in coordination with the Technology Consultant</i>	1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations	1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets & connection boxes) 7. IT and low voltage system descriptions, apparatus and equipment locations, and specifications.	1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s) 9. IT system plans, network and cabling plans, network electronics, voice-video-data drops, etc.
SECURITY SYSTEMS <i>*in coordination with the Technology Consultant</i>		1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations	1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
OTHER GRAPHICS	1. Rendering(s), models, or other graphics as necessary to clearly present concept	1. Renderings and simulated fly-through of the PSB and one of the Fire Stations (#2 or #3) for public presentation.	
NOTES	1. All movable furnishings & artwork are considered to be independent of the Architectural design project 2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. 3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three inches thick.		

*** ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE).**

CHRIS VOGELHEIM AIA, LEED AP
Principal-in-Charge
cvogelheim@hed.co
248.302.6089

123 West Fifth Street, Royal Oak, MI 48067
T 248.262.1500

HED | BRW ARCHITECTS



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty Five

(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 Novi
45175 Ten Mile Road
Novi, Michigan 48375

and the Architect:

(Name, legal status, address and other information)

Harley Ellis Devereaux Corporation
123 West 5th Street
Royal Oak, Michigan 48067
(248) 262-1500

for the following Project:

(Name, location and detailed description)

The City of Novi
New Public Safety Facilities, including a New Centralized Public Safety Headquarters that will co-locate the Novi Police Station and Fire Station #1, two (2) New Fire Department Facilities, and Renovations and Improvements to Fire Station #4.

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.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Fire Stations #1, 2 and 3 were built in the late 1970s/early 1980s, are modest in size (3,880, 5,117, and 9,980 s.f.) and lack the program needs for modern fire stations serving the population size of the City today and in the future. Some of the building and site program deficiencies include inadequate separation of clean areas (or "cold zones") from first responders' dirty and potentially contaminated (or "hot/warm zone") areas. It is important to separate these areas to avoid contaminants from a fire event entering the living environment of the fire station staff. It was also noted that sleeping quarters and associated support spaces for first responders were undersized, lacked privacy, and often had limited or nonexistent separation for male/female accommodations.

To right-size the buildings for the City community, a three-apparatus bay fire station would be the standard for operations. Currently, only one station (Fire Station No. 1) contains three bays. The remaining two stations have two bays and are unable to expand to accommodate an additional bay due to site size restrictions. The included space programming report provides a recommendation for the City of Novi to have their fire station buildings accommodate a minimum of three bays and 14,500 s.f. of programmed area on a minimum 2 acres. This recommendation cannot be supported by either Fire Station No. 2 on the north end of the City or Fire Station No. 3 on the south end of the City. For these reasons, both Fire Station No. 2 & 3 will be relocated to different sites and new +/-14,500 s.f. facilities will be built.

The existing City of Novi Police Station was built in 1980. Although well maintained, the building lacks adequate program space needs to serve the City of Novi's existing and future population. The age of the building will dictate the need for consistent investment into capital improvements related to the mechanical, electrical, plumbing, IT, and security systems, all of which have exceeded their useful life. The existing building contains approximately 38,000 s.f., but the space programming report recommends a programmed building of 54,000 s.f. to meet current and future public safety needs. The dispatch area and support spaces are undersized, the locker facilities need upgrading, and the evidence and storage rooms are undersized to meet current operations. Based on the growing City of Novi community

needs as well as the programed spaces that are deficient in the current building, a new, more efficient facility is desired. In addition to the public safety portion of the building is a +/- 19,000 s.f. 4 bay Fire Station No. 1 which is currently operates on Grand River just southwest of the proposed public safety site and a +/-6,400 square foot fleet maintenance garage. The total square footage of the proposed facility is +/-79,400 square feet. Fire Station No. 4 is located at 49375 Ten Mile Road, at the intersection of Ten Mile and Wixom Roads and will require miscellaneous MEP and architectural renovation work, as further detailed in the Owner's Request for Proposals dated July 15, 2025, including any Addenda (collectively the "RFP"), which RFP is incorporated herein by this reference.

§ 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.)

As set forth in the Owner's RFP.

§ 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.)

- Public Safety Building: 42250 11 Mile Road, Novi, Michigan
- FS No. 2: Location TBD; lot size of 2-3 acres
- FS No. 3: Location TBD; lot size of 2-3 acres
- FS No. 4: 49375 W 10 Mile Road, Novi, Michigan

§ 1.1.3 The Owner's Stated Limitation on the Cost of the Work (SLCW) is set forth below. The SLCW shall include the Cost of the Work, as defined in Article 6 of this Agreement, as well as all other elements of the Project for which the Architect has responsibility (furnishing, fixtures, equipment, etc. will be included for proposed fee, if accepted by the Owner). Any services provided under this Agreement are subject to the SLCW as specified below. In the absence of an express provision to the contrary in this Agreement, the Architect shall perform the required services in a manner that will render a Cost of the Work for the Project that does not exceed the most current Owner-approved SLCW. Subject only to written amendment at the Owner's sole discretion, the SLCW shall be:
(Provide total and, if known, a line item breakdown.)

Overall Project Budget is One Hundred Million (\$100,000,000); the Cost of the Work is Sixty Six Million Dollars (\$66,000,000), which is broken down as follows:

Public Safety Building & Fleet Garage: \$47,000,000
Fire Station No. 1: \$8,500,000
Fire Station No. 2: \$8,500,000
Fire Station No. 4: \$2,000,000

The above approximate budget amounts are the Cost-of-Work inclusive of hard construction, sitework, permits, and Construction Manager's costs.

§ 1.1.4 Subject to amendment by the Owner, the Project's design milestones and anticipated construction milestone dates shall be:

- .1** Design Phase Milestone dates, if any:
- | | |
|------------------------------|-------------------|
| Commence Program Validation: | October 1, 2025 |
| Complete Program Validation: | November 14, 2025 |
| Commence Schematic Design: | November 17, 2025 |
| Complete Schematic Design: | February 20, 2026 |

Start Design Development: March 2, 2026
 Complete Design Development: July 30, 2026

Start Construction Documents: August 3, 2026
 Complete Construction Documents: January 15, 2027

In the event that Construction Documents are to be issued in multiple bid packages, the Architect shall coordinate its services with the Owner's Construction Manager to satisfy the bid package publication dates. The Architect shall submit for the Owner's written approval a schedule, in accordance with the Design Phase Milestones, for the performance of the Architect's services and, following Owner's approval, shall only be adjusted by mutual agreement as the Project proceeds. The schedule shall include adequate allowances for the time required for the Owner's reviews, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule and accepted by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

.2 Construction commencement date:

Public Safety Building: April, 2027
 Fire Stations #2, 3, and 4: April, 2028

.3 Substantial Completion date or dates:

Public Safety Building: October, 2028
 Fire Stations #2, 3, and 4: September, 2029

.4 Other milestone dates:

As set forth in the Preliminary Project Milestone Schedule, attached hereto as Exhibit J.

§ 1.1.5 Subject to amendment by the Owner, at the Owner's discretion, the Project's intended procurement and delivery method for the Project is:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager as Constructor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 reserved

§ 1.1.7 The Owner identifies the following representatives:

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

.1 Owner's Designated Representative

The Owner identifies the following individual as its Owner's Designated Representative. The Owner may change the designated representative upon written notice to the Architect; and the Owner may modify the scope of authority of the designated representative in like manner.

Victor Cardenas, City Manager
 City of Novi
 45175 Ten Mile Road
 Novi, MI 48375

.2 Owner's Representative Consultant

The Owner has engaged Plante Moran Realpoint, LLC as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification to the Architect, shall be primary contact for the Owner's Representative Consultant:

Todd Fenton, Vice President
 Plante Moran Realpoint, LLC
 3000 Town Center; Suite 100
 Southfield, MI 48075
 todd.fenton@plantemoran.com; (248) 223-3521

§ 1.1.8 The persons or entities, in addition to the Owner's representatives identified in Section 1.1.7, who are required to review the Architect's submittals to the Owner are as follows:

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

To be determined at the discretion of the Owner.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical/Material Testing Engineer:

to be determined.

.2

(Paragraphs deleted)

Other, if any:

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

Commissioning Agent
 to be determined.

Move Management Consultant
 to be determined.

Furniture Consultant
 to be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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

Chris Vogelheim, Principal/Client Manager
 Harley Ellis Devereaux Corporation
 123 West 5th Street
 Royal Oak, Michigan 48067
 (248) 262-1500

§ 1.1.11 As part of its Basic Services, the Architect shall retain the following consultants:

.1 Civil Engineer:

Spalding, DeDecker & Associates, Inc.
905 South Blvd East
Rochester Hills, Michigan 48307
248 844-5400

.2 Structural Engineer:

Architect to self-perform

.3 Mechanical Engineer:

Architect to self-perform

.4 Electrical Engineer:

Architect to self-perform

.5 Landscape Designer:

Spalding DeDecker Associates
905 South Blvd East
Rochester Hills, Michigan 48307
248 844-5400

.6 Other, if any:

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

Public Safety Consultant:
BRW Consulting
2101 Blendon Place
St. Louis, MO 63143

(Paragraphs deleted)

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

As set forth in the Owner's RFP.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may, when appropriate, agree in writing to adjust the terms of this Agreement accordingly. The Owner, in its sole discretion, may adjust the SLCW and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Without in anyway limiting or restricting the Owner's rights or use of the Instruments of Service, the Architect and Contractor shall agree upon protocols governing the transmission of Instruments of Service or any other information or documentation in digital form as set forth in the AIA Document A201-2017.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 1.4 General Conditions.

The general conditions of the contract shall be as set forth in AIA Document A201™-2017, as modified, which document is attached hereto and incorporated herein by reference. Reference in this Agreement to the AIA Document

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A201™-2017 or the General Conditions of the contract shall mean the AIA Document A201™-2017 as modified and attached hereto.

§ 1.4.1 Defined Terms.

Terms which are defined in the AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified, shall have the same meaning when used in this Agreement or other Contract Documents. Because Project's delivery method may be subject to change, the terms "Contractor" and "Construction Manager" shall have the same meaning.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it and all of its consultants are 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 understands the Owner is relying on its skill, education, and experience providing design services on similar projects. The Architect will perform its services with all due care that would be followed on a comparable project by a reasonably skilled design professional in the same field, working in the locality of the Project. The Architect's consultants will meet this same standard. The services to be provided by the Architect include all work necessary to accomplish the services within this standard of care for the stated compensation and expeditiously and in accordance with the Section 1.1.4. Architect represents that: (a) it possesses of the necessary experience and competence in the design, business administration, design, and contract administration of projects of similar or like size, complexity, and nature of the Project; (b) the Owner is relying on the Architect's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will, in addition to the key team members, assign to this Project similarly qualified professional architect(s) and other professionals as needed to deliver quality performance; and (d) the compensation under Section 11.1 is adequate for the timely and quality performance of the Architect's Basic Services. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its services with applicable local, state, and federal statutes, and regulations.

§ 2.2.1 The Architect shall coordinate all design disciplines required for the Project, whether work in those disciplines is provided by the Architect or its consultants, by consultants retained by the Owner, or by the Construction Manager. The Architect shall provide prompt written notice to the Owner in the event the Architect becomes aware of any error, omission, or inconsistency in such services or information provided by others. The Architect will also advise the Owner if additional detail or information is necessary for the proper coordination and integration of the services and deliverables produced by the Owner's separate design consultants or by the Construction Manager into the Architect's deliverables. Architect's coordination of design shall not relieve the Owner Consultants nor the Construction Manager's Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice.

§ 2.3 The Architect's representative identified in Section 1.1.10 is authorized to act, and fully bind the Architect and commit the Architect's resources, on behalf of the Architect with respect to the Project.

§ 2.3.1 The Architect's key team members are:

(List of key staff members assigned to the Project and their respective roles)

Team Member Name	Assignment
Chris Vogelheim,	Client Manager
Steven Jackson,	Project Manager
James Hamilton,	Design Manager
Chris Sano,	Lead Project Designer
Coby Pewitt,	Police Operations Specialist
Carol Kesler,	Firehouse Design Specialist
Fred Meinberg,	Project Architect
Kelli Herman,	National Community Strategist
Mark Mortimer,	Associate Designer

Tom Sovel (SDA),
Robert E. Ford (SDA),

Lead Civil Engineer
Lead Landscape Architect

and as detailed in Exhibit F, Architect's Organization Chart/Key Personnel.

§ 2.3.2 The services of the Architect's key team members are deemed to be personal in nature as to these key team members, and the continuity in the Project's team is valuable to the Owner. Therefore, the Architect shall not substitute, or permit to be substituted, a key team member for convenience without the Owner's prior written approval which shall be at the Owner's sole discretion.

§ 2.3.3 Not Used

§ 2.3.4 Not Used

§ 2.3.4.1 If a key team member is substituted for any reason, the Owner shall have the right to interview and select alternate Team member(s) employed by the Architect to replace the unavailable Team member. The Architect shall agree to provide the services of the alternate team member(s) selected by Owner.

§ 2.3.4.2 Substitution of any key team member for any reason shall not entitle the Architect to an Additional Service, however, where cost of the replacement of key team members is less than that key team member being replaced the Owner shall be entitled to a commensurate reduction in the Architect's Compensation.

§ 2.4 Except with the Owner's prior knowledge and written 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.

§ 2.5 Following all major Design Phases, Architect shall prepare and present a community overview presentation to the City Council. Additionally, for the Fire Station #2 and #3 Projects, the Architect shall prepare presentations and attend two (2) community meetings to review overall Project impact on the community and neighboring properties.

(Paragraphs deleted)

§ 2.6 **Insurance.** The Architect and, unless otherwise agreed to by the parties in writing, the Architect's consultants and subconsultants shall maintain the insurance detailed in **Attachment A** at no additional cost to the Owner. Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be reasonably acceptable to the Owner. The Architect shall notify the Owner whether, during the required coverage period, any of the required coverage either becomes unavailable or the Architect's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement. In addition to the Architect, the Architect's consultants shall maintain insurance in accordance with the requirements of Attachment A and this Section 2.6.

§ 2.6.1 - 2.6.6 See Attachment A.

(Paragraph deleted)

§ 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, its elected and appointed officials, employees, agents and volunteers, and Plante Moran Realpoint, LLC as additional insureds 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. Architect shall have no right of subrogation against Owner.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The maintenance of the insurance in strict compliance with the requirement of this Section 2.6 shall be condition precedent to Owner's Obligation to make any payment under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, except ten (10) days for non-payment of premium. In the event that any aggregate limit in this Section 2.6, for any reason whatsoever, becomes eroded below the required limits, the Architect shall provide the Owner with

written notice, and, at Owner's direction, shall take necessary action to restore the required limits at the Architect's expense.

§ 2.6.9 Except for Professional Liability Insurance which shall be maintained for a period not less than the applicable statute of limitation or statute of repose, the Architect shall maintain the insurance required under this Agreement for the duration of the Agreement. If any of Architect's insurance policies are "claims-made" policies, Architect shall purchase, at its own expense, "tail" coverage in the event of a termination or disruption of such policy.

(Paragraph deleted)

§ 2.7 The Architect represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and obligations under this Agreement and under the Contract Documents.

§ 2.8 The Architect and Architect's consultants shall maintain all necessary licenses, permits or other authorizations necessary to act as licensed (or registered) design professionals for the Project until the Architect's and Architect's consultants' duties hereunder have been fully satisfied.

§ 2.9 Architect's Consultants.

The Architect may retain such consultants as it reasonably deems necessary to assist in the performance of its services, however, the Architect remains responsible for the complete and proper performance of this Agreement. In the event the Architect deviates from the consultants listed in Section 1.1.11, the Architect shall submit the name, qualifications, cost, and proposed scope of work for each consultant to the Owner for its review and approval prior to retaining the consultant. The Architect shall not retain a consultant to which the Owner has made a reasonable objection. The Architect is not obligated to retain a consultant recommended by the Owner to which the Architect has made a reasonable objection.

§ 2.9.1 The Architect shall be responsible to the Owner for the acts and the omissions of the Architect's consultants. The Architect shall require each consultant, to the extent of the services to be performed by it, to be bound to the Architect by terms of this Agreement and to assume toward the Architect all the obligations and responsibilities that the Architect assumes toward the Owner, including, but not limited to, the standard of care, insurance requirements, ownership and licensing of intellectual property, and participation in dispute resolution proceedings. Each consulting agreement shall preserve and protect the rights of the Owner to enforce its rights and remedies against the consultant as a third-party beneficiary of the agreement.

§ 2.9.2 Unless expressly agreed to in writing by the Owner, the cost of the Architect's consultants shall be borne by the Architect and shall not be passed to the Owner as a Reimbursable Expense.

§2.10 Material Change in Circumstances.

The Architect shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Architect; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Architect's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Architect shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§2.11 Time is of the essence in the performance of the Architect's services. The Architect shall perform its services expeditiously and with the professional skill and care necessary to ensure the orderly and timely progress of the Project. This includes promptly processing all submittals and requests for information to avoid delay or disruption of work on the Project and delay in the Project's completion. The Architect shall be responsible for the direct costs of all delays or disruptions in the progress or completion of the work on the Project to the extent it proximately causes them.

§ 2.12 Delegated Design

§ 2.12.1 In the event the Architect intends to allocate or delegate responsibility for part of the Work's design to the Construction Manager, the Architect will provide the Owner with a written explanation of the rationale for the allocation or delegation. The Architect will include an assessment of the risk associated with the proposed

performance parameters, baseline conditions, and the design options the Construction Manager is likely to pursue and an assessment of the potential impact each of them will have on the SLCW and Project. The Owner's express written prior approval is required for any such allocation or delegation.

§ 2.12.2 Prior to publishing any Drawings or Specifications that delegate design responsibility for part of the Work's design to the Construction Manager, the Architect shall develop the proposed performance parameters and the baseline conditions that the Construction Manager must base its design upon.

§ 2.13 Site Safety

The Architect understands its services may require its employees and the employees of its consultants to enter the Project site, on which potentially dangerous activities may be taking place. The Architect is fully responsible for the safety of its, its employees, and its consultants' employees and shall take all necessary precautions to fulfill this duty, including compliance with any site safety plan being implemented by the Owner, Contractor, or Construction Manager.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect shall provide all professional services necessary for the complete design and construction documentation of the Project necessary for the Owner's intended use and shall include, without limitation, civil engineering, structural engineering, mechanical engineering, electrical engineering, site landscaping design, and interior design services, and interior and exterior signage, including wayfinding and kitchen design to properly completely design the Project and prepare Construction Documents that fully indicate the requirements for the Work, whether or not those services are individually listed or referred to in this Agreement, with the only exceptions being: (a) the cost of those services that are provided by third parties that are expressly designated herein as being "the Owner's Responsibility" or "Owner-provided"; (b) the cost of those engineering or consulting services that become necessary as a result of a written and material Owner-directed change in the Project scope affecting the Architect; and (c) Architect's clearly defined exclusions, which have been provided to the Owner in writing. Accordingly, the Owner and the Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance and provision of the Basic Services and Supplemental Services and are a necessary and inherent part of, or a necessary sub-part included within, the Basic Services and Supplemental Services. To the extent reasonably incidental to and consistent with the Basic Services and Supplemental Services such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Basic Services and Supplemental Services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner. Mechanical engineering shall include, but is not limited to, plumbing, heating, ventilating, air-conditioning (cooling), temperature controls, and fire-protection system design and coordination. Electrical engineering shall also include information technology, audio visual and low voltage building system coordination with the Owner's and their consultants. Services expressly excluded from Basic Services or Supplemental are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and those provided by its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants, and meetings and communications between the Architect, its consultants, Owner, and Owner's consultants.

§ 3.1.2 The Architect shall coordinate its services with those activities provided by the Owner and the activities of the Owner's other consultants. The Architect shall coordinate and assist the Owner in obtaining the information and services described in Sections 5.4 and 5.5. Architect's coordination of design shall not relieve the Owner Consultants of liability or responsibility for their work product nor create nor imply an assumption of any duty or responsibility on the part of the Architect or any of Architect Subconsultants for matters that are outside the scope of their respective Agreements or of their respective fields of professional practice. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness of information furnished by the Owner and the Owner's consultants upon the Architect's careful review of such and information and when that information is expressly designated in writing by the Owner to be reliable. 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, and consistent with the milestones set forth in Section 1.1.4, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

The schedule initially shall include anticipated dates for design services furnished by the Architect, completion of documentation provided by the Architect, public utilities application and installation schedules, governmental agency review and permitting schedules, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include reasonable allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and vendors, and for approval of submissions by authorities having jurisdiction over the Project. Once accepted by the Owner in writing, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's written approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall provide timely written notice to Owner outlining specific concerns or inconsistencies with the Contract Documents and 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.

§ 3.1.5 The Architect shall, at the appropriate times, contact the necessary governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall prepare the Contract Documents in accordance with known applicable design requirements imposed by those authorities and entities. Prior to commencing Schematic Design Services, the Architect shall obtain, and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site condition opinions arising during construction.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with related services as requested by the Owner and governmental authorities having jurisdiction and/or reasonably required for the Project.

§ 3.1.7 As requested by the Owner or necessitated by the Project, the Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, cost, and aesthetics in developing the design for the Project. The Architect shall also consider value engineering proposals by the Construction Manager in the various phases of its design services.

§ 3.1.8 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner. When making such presentations, the Architect shall correlate the design to the Owner's established SLCW and schedule. If the Construction Manager's estimated Cost of the Work and schedule, on which the Architect has collaborated, exceeds the Owner's established SLCW and schedule, the Architect shall also present remedies or alternative designs to bring the estimated Cost of the Work within the Owner's established SLCW and schedule without sacrificing the Owner's Program and intent of the Project as established in the Initial Information in Article 1. Value engineering alternatives shall be implemented upon written acceptance by Owner.

§ 3.1.9 Subject to Section 5.16, the Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design.

§ 3.1.10 Architect shall furnish to the Owner as part of its Basic Services a complete reproducible set of As-Designed Record Drawings, and electronic files in AUTOCAD, or other file format acceptable to the Owner, prepared by the Architect, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, construction change directives, bulletins, and/or from marked-up prints, drawings and/or other data generated by the Construction Manager during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles or lighting fixtures.

§ 3.1.11 The Architect's Basic Services includes providing service to investigate existing conditions in facilities and, if necessary, to make measured drawings and phasing drawings thereof with respect to demolition, facility renovation and addition. Where phased construction is planned or required, Architect's phasing drawings shall include interfacing of building systems and components during phased construction to maintain operation of building systems, building access and security, and site traffic and parking requirements as may be necessary.

§ 3.1.12 The Architect's Basic Services include design and layout of equipment, and apparatus within new construction and renovated areas.

§ 3.1.13 The Architect's Basic Services include such services made necessary by the default of the Construction Manager, or by major defects or deficiencies in the Work of the Construction Manager, provided that such defects or deficiencies are caused, as mutually agreed upon, in whole or in part by an act or omission of the Architect.

§ 3.1.14 NOT USED

§ 3.1.15 Programming. The Architect shall provide as part of its basic services the Programming Validation Services, as detailed in Exhibit A, Design Phase Deliverables.

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall incorporate the Owner's feedback in the design and documents.

§ 3.2.4 Based on the Owner's Project requirements, the Architect shall prepare and present, for the Owner's approval, multiple preliminary designs illustrating the scale and relationship of the Project components.

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

§ 3.2.5.1 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.

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

§ 3.2.6 The Owner intends to engage a Construction Manager to assist with preconstruction activities including estimating the Cost of the Work. The Architect shall cooperate with and assist the Construction Manager with preparing an estimate of the Cost of the Work. The estimate shall include a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. This estimate shall be based on the Project's current area, volume, or other similar conceptual estimating techniques. If that estimate does not conform to the initial Owner-provided SLCW the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the current SLCW.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's written approval. If Owner requests changes to the Schematic Design Documents, the Architect shall, where feasible, revise as requested by the Owner and provide updated Schematic Design Documents for Owner's review.

§ 3.2.8 In addition to the requirements set forth above, Architect's Schematic Design documents shall also include the minimum requirements for Schematic Design drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.2 The Architect shall assist the Construction Manager in providing an updated estimate of the Cost of the Work for the Owner's approval based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes which will bring the design within the Cost of the Work and the current SLCW.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any proposed adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.3.4 In addition to the requirements set forth above, Architect's Design Development documents shall also include the minimum requirements for Design Development drawings and specifications described in Exhibit A, Design Phase Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 Owner's approval. The Construction Documents shall consist of coordinated Drawings and Specifications setting forth in all sufficient detail the materials, systems, and all other requirements necessary for the complete construction of the Work. In order to perform the Work, the Construction Manager will provide supplemental information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Owner and Architect acknowledge that such supplemental information shall not relieve the Architect of its obligation to fully design and describe the Work.

§ 3.4.2 The Architect shall prepare Construction Documents that strictly conform with current applicable laws, codes, ordinances, regulations, and other requirements in effect at the time of permit issuance by applicable government authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner, the Construction Manager, and the Owner's Representative Consultant in the development and preparation of (a) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (b) the form of agreement between the Owner and Construction Manager; and (c) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a Project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. The Architect shall not distribute any bidding or procurement information to any third party without the Owner's prior written approval. The Work may be divided into one or more sets of (or bid packs), at the Owner's discretion and the Architect shall provide the Construction Documents accordingly.

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§ 3.4.4 The Architect shall assist the Construction Manager in providing an updated itemized estimate of the Cost of the Work based upon the Construction Documents produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the SLCW, as set forth in Section 1.1.3 of this Agreement and modified by the Owner, the Architect shall provide a written statement to the Owner describing the specific reason for the deviation and propose alternate designs or changes will bring the design within the Cost of the Work within the then-current SLCW. If the Owner has engaged a Construction Manager or estimator for pre-construction services on the project, the Architect shall cooperate with, review, and assist such party in preparing any preconstruction estimates.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall cooperate with and assist the Owner and its Construction Manager in (a) obtaining either competitive bids or negotiated proposals; (b) confirming responsiveness of bids or proposals; (c) determining the successful bid or proposal, if any; and, (d) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements, bidding information, bidding forms, and proposed contract forms, General and Supplementary Conditions, specifications, and drawings and any other necessary Contract Documents. The bidding and contract forms shall use the unabridged AIA Contract Documents, modified as necessary and as appropriate.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .5 participating in selection interviews and negotiations with prospective contractors, and major subcontractors, vendors and suppliers; and following up with preparing a summary report of the interviews and negotiation results.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 Upon issuance of Construction Documents for bidding, the Architect shall provide, at no cost to the Owner, the Construction Manager, or the bidders upon request, necessary usable AutoCAD drawings that facilitate dimension and quantity take-offs, overlay of fire suppression systems, communication, annunciation and security systems, and furniture layout, etc. The Architect shall protect the electronic versions of Construction Documents to ensure they cannot be used for purposes other than bidding.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
- .4 if required and directed by the Owner, participating in negotiations with prospective contractors, major subcontractors, vendors and suppliers, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 The Architect shall review contracts and Modifications between the Owner and Contractor / Construction Manager that enumerate the Contract Documents and certify that such instruments accurately enumerate the complete set of Contract Documents describing the Work.

§ 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, as modified and incorporated into this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract for Construction, shall be enforceable under this Agreement to the extent that they are not inconsistent with this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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, except as provided in Section 3.6.2.

§ 3.6.1.3 Except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's Notice of Commencement to the Construction Manager and concludes on the date the Owner acknowledges and accepts the Architect's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall make visits to the site at intervals every other week during the execution of the Work. Site visits and observations by the Architect are not intended to be exhaustive or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the Architect in this Agreement and the Contract Documents, but rather are intended to include general observation of the Work based on the Architect's exercise of professional judgment to determine in general if such work is proceeding in accordance with the Contract Documents to guard the Owner against defects and deficiencies in the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner: (a) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (b) 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. 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.

§ 3.6.2.3 The Architect shall interpret and advise the Owner of its interpretation of 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. Nothing in this Agreement, nor in the A201-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval.

§ 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 Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents; however, the Architect’s initial decisions shall not bind the Owner in the absence of the Owner’s express written acceptance of it.

§ 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 site visits, observations, and evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The Architect’s certification for payment shall constitute a representation that the Architect believes it has a sufficient basis for certification. The foregoing representations are subject to (a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (b) results of subsequent tests and inspections, (c) correction of minor deviations from the Contract Documents prior to completion, and (d) 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 (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) 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 (d) 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 an organized record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s or 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 In the event the Architect reviews a Construction Manager’s submittal that pertains to a performance specification or to a delegated part of the design, the Architect will conduct a thorough review of the submittal to ensure the Contractor’s or Construction Manager’s design adequately conforms to the performance parameters and accounts for baseline conditions the Architect has previously identified. The Architect shall ensure the submittal bears the appropriate professional’s seal and signature. The Architect shall be entitled to rely upon properly sealed and signed submittals, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals; however, the Architect remains responsible to coordinate and integrate their design with the rest of the design for the Project.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. As set forth in the AIA Document A201-2017, the Architect and Construction Manager shall establish and adhere to protocols for the submission and review of requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 Subject to the approval of the Owner, 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. All authorizations for minor changes in the Work shall be in writing or confirmed by the Architect in writing within twenty- four (24) hours of authorization of the Change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or Contract Sum. The Architect shall review and assist in preparing Change Orders and Construction Change Directives (along with all necessary descriptive drawings, specifications, or other documents to fully describe any changes to the Work) for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall review requests by the Owner, Contractor, or Construction Manager for changes in the Work. The review shall include the Architect's evaluation of the proposed change's impact on the Owner's program, the duration of the Project, the cost of the Project, and the design intent expressed by the Construction Documents. The Architect shall summarize its evaluation in a written report to the Owner within any time limits agreed upon, within any time limit set forth on the request for change, and without causing delay to the progress of the Work. The Architect shall prepare and issue revised Construction Documents as necessary to implement proposed changes in the Work that have been accepted by or directed by the Owner or Construction Manager.

§ 3.6.5.3 The Architect shall maintain a complete organized set of Contract Documents including any Modifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion, to identify Work to be completed or corrected after Substantial Completion and before Final Completion, and the date of final completion;
- .2 issue an "Architect's Punch List" of Work to be completed or corrected after Substantial Completion and before Final Completion;
- .3 when the necessary conditions of the Contract Documents are satisfied, issue Certificates of Substantial Completion in the form of an AIA G704;
- .4 collect, organize, and forward to the Owner, for the Owner's review and records, written warranties and all other related documents required by the Contract Documents and received from the Construction Manager; and
- .5 when in compliance with all requirements of the Contract Documents, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the estimated cost to perform all Work to be completed or corrected, the balance of the Contract Sum remaining to be paid the Construction Manager, and 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: (a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final

payment; (b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (c) 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 In addition to the Basic Services required of the Architect by Article 3, the Architect shall provide the Supplemental Services specifically identified in the table below as the Architect's responsibility. The Owner shall compensate the Architect for these services as part of the Architect's basic compensation as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if the Architect is not designated as providing the service, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility (Architect, by Others or not provided)
§ 4.1.1.1 Programming (Row deleted)	Architect to validate Owner's Program
§ 4.1.1.2 Measured drawings	Architect's Basic Service
§ 4.1.1.3 Existing facilities surveys	Owner
§ 4.1.1.4 Site evaluation and planning	Architect to validate Owner's Program
§ 4.1.1.5 Building Information Model management responsibilities	Not Provided
§ 4.1.1.6 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.7 Civil engineering	Architect's Basic Service
§ 4.1.1.8 Landscape design	Architect's Basic Service
§ 4.1.1.9 Architectural interior design	Architect's Basic Service
§ 4.1.1.10 Value analysis (Row deleted)	Architect to assist Construction Manager
§ 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	Architect to assist Construction Manager
§ 4.1.1.12 On-site Project representation (Row deleted)	Architect's Basic Service; see 3.6.2.1
§ 4.1.1.13 Conformed documents for construction	Architect's Basic Service
§ 4.1.1.14 As-designed record drawings	Architect's Basic Service
§ 4.1.1.15 As-constructed record drawings	Not Provided
§ 4.1.1.16 Post-occupancy evaluation	Not Provided
§ 4.1.1.17 Facility support services	Not Provided
§ 4.1.1.18 Tenant-related services	Not Provided
§ 4.1.1.19 Architect's coordination of the Owner's consultants	Architect's Basic Service
§ 4.1.1.20 Telecommunications/data design (Row deleted)	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.21 Security design (Row deleted)	Architect to Coordinate with Technology Design Consultant
§ 4.1.1.22 Commissioning	Architect to coordinate with Commissioning Agent

Init.

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User Notes:

(795432243)

(Row deleted)

§ 4.1.1.23 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.24 Fast-track design services	Not Provided
§ 4.1.1.25 Multiple bid packages	Architect's Basic Service
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect to coordinate with FF&E Vendor, if not included within the Architect's Basic Service
(Row deleted)	
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services:	-----
§ 4.1.1.29.1 Interior and Exterior Signage including interior and exterior wayfinding	Architect's Basic Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Not Used.

(Paragraphs deleted)

§ 4.1.3 reserved

§ 4.2 Architect's Additional Services

(Paragraphs deleted)

or Reduced Services

§ 4.2.1

(Paragraphs deleted)

With the Owner's prior written permission, the Architect may provide Additional Services after execution of this Agreement without invalidating it. These Additional Services may be requested by the Owner or suggested by the Architect, but in all cases, the Architect shall obtain the Owner's written authorization to provide the Additional Services and written approval of the basis of compensation for them before providing them. The Architect waives its right to compensation for any Additional Services performed prior to receipt of the Owner's written authorization and approval. Additional Services are not deemed authorized until an executed amendment, in the form attached as Exhibit D, is fully executed.

§ 4.2.2

(Paragraphs deleted)

The Architect shall be compensated for authorized Additional Services in accordance with Section 11.2. The Architect's schedule for its services shall be equitably adjusted to account for the actual additional time needed to perform them.

§ 4.2.3 The

(Paragraphs deleted)

Owner may reduce the scope of the Architect's services by issuing a written notice to that effect to the Architect. Upon receipt of such notice, the Architect will cease work as instructed and advise the Owner of its estimate of the impact the reduction in scope may have on the Project and the SLCW. The Architect's compensation and schedule shall be equitably adjusted to credit the Owner with the reduced scope of work and the Agreement shall be amended to reflect the reduction in scope and compensation.

§ 4.2.4 The Architect shall not receive compensation for changes or Additional Services made necessary by Architect's negligence, error, omission, or failure to meet the standard of care.

§ 4.2.5 The Architect shall advise the Owner of Additional Services (i) it should provide if the Architect is to meet its standard of care obligations, (ii) that would be expected of an Architect performing its services competently, and (iii) that are reasonably necessary to accomplish the Owner's goals for the Project. 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 and shall provide the Owner with an estimate of the Architect's cost and an estimate of the impact, if any, on the Architect's schedule costs. The following may constitute Additional Services:

- .1 Services necessitated by a material and substantial change in the initially agreed upon Project scope (including changes in the Project size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method) or previous instructions or approvals given by the Owner;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, after the publication of Construction Documents for permit is received (including changing or editing previously prepared Instruments of Service);
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to prior specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for an excessive amount of alternate bid or proposal requests proposed by the Owner;
- .6 Except for the Architect's role as an Initial Decision Maker, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or where the dispute relates to the Architect's negligence, error, omission, or failure to meet its standard of care; or
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.6 NOT USED

§ 4.2.7 The Architect shall provide Construction Phase Services that substantially and pervasively exceed the limits set forth below as Additional Services. As a condition precedent to compensation for such Construction Phase Additional Services, the Architect shall notify the Owner prior to the limits below being reached:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 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
- .3 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.8 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.7, Construction Phase Services provided more than ninety (90) days after (a) the date of Substantial Completion of the Work or (b) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services, but only to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.9 If the services covered by this Agreement substantially extend past one hundred twenty (120) days of the Substantial Completion Date in Section 1.1.4.3, through no fault of, or in any way caused by, the Architect, the extension and compensation of the Architect's services beyond that time shall be subject to negotiation as an Additional Service.

§ 4.3 Change Directive

§ 4.3.1 A Change Directive is a written order prepared by the Owner directing a change in the scope of the Architect's services prior to agreement on the adjustment, if any, to the Architect's schedule or compensation for the change. Upon receipt of a Change Directive, the Architect shall promptly advise Owner of the cost and impact of the requested change in services and advise the Owner of its agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the schedule or compensation. Architect shall not proceed with the changes described in the Change Directive until after Owner has reviewed the cost and impact of the requested changes and confirms in writing that it wishes Architect to proceed with the change in scope or services and the Agreement is amended, if needed, to reflect a change in compensation or scope.

§ 4.3.2 The Architect shall keep and present, in such form as the Owner may prescribe, an itemized accounting of all costs and savings related to the change in the scope of services together with appropriate supporting data. Unless otherwise provided in the Article 11, an increase in the Architect's compensation for the purposes of this Section shall be limited to the following:

- .1 Costs of labor either the hourly rates established by Article 11 or the actual cost of wages, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs for reimbursable expenses;
- .3 Costs for consultants;
- .4 Costs to review and coordinate the revised Instruments of Service; and
- .5 An appropriate charge for overhead and profit.

§ 4.3.3 If the Architect disagrees with the adjustment in the schedule or compensation, the Architect may make a request to resolve a Claim in accordance with applicable provisions of Article 8.

§ 4.3.4 The amount of credit to the Owner for a deletion or change that results in a net decrease in the Architect's compensation shall be actual net cost as confirmed by the Owner.

§ 4.3.5 Pending final determination of the total cost of a Change Directive, the Architect may request payment for the changed services. The Owner will make an interim determination and will pay those additional costs that are not reasonably in dispute, subject to the right of either party to disagree and assert a Claim in accordance with Article 8.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested by the Architect in writing 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. The failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties unless the Architect provides timely notice to the Owner in writing that the lack of such information may, and to what extent it may impact costs or impede the progress/schedule of the Project. The Architect and Owner acknowledge that any information provided by Owner is subject to change and that the Basic Services and Supplemental Services, as well as the compensation provided herein, take such changes into account.

§ 5.2 The Architect shall perform its services so that the Project can be completed within the SLCW. The Owner may choose to update the SLCW as it deems necessary throughout the duration of the Project. If the Owner significantly increases or decreases the SLCW, the Owner shall notify the Architect. The Owner and Architect may thereafter agree to a corresponding change in the Project's scope and quality. The Owner may, but is under no obligation, to disclose to the Architect the Project's overall budget.

§ 5.3 The Owner shall identify in Section 1.1.7.1 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 to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Upon written request by the Architect, 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.

§ 5.5 Subject to Section 3.1.2 and where necessary for the Architect's performance of its services, 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, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 NOT USED

§ 5.7 NOT USED

§ 5.8 The Architect shall coordinate the services of the Owner's separate consultants with the services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the relevant portions 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 that are 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.

§ 5.9 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents. The Architect shall provide the Owner with timely notice of any need for such tests, inspections, or reports.

§ 5.10 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.

§ 5.11 The Owner shall endeavor to provide prompt written notice to the Architect 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; but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.12 The Owner shall endeavor to include the Architect in communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities.

§ 5.13 The Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall perform its services in a manner consistent with the obligations of the Architect as stated in this Agreement and in the AIA Document A201-2017. Upon written request, the Owner shall provide the Architect with a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect with reasonable access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect and Architect's consultants acknowledge that the Construction Manager is responsible for construction site safety by enforcing safety rules and regulations. Architect and Architect's consultants shall familiarize themselves, observe, and comply with such construction site safety rules. Prior to accessing and/or visiting the Project site, the Construction Manager may require the Architect and Architect's consultants to attend a safety class or classes as required for construction site safety.

§ 5.15 NOT USED

§ 5.16 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents or designs. In no way does any review and/or approval Owner alter the Architect's responsibilities under this Agreement.

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 contractors' 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 compensation of the

Architect, the costs of the land, rights-of-way, financing, or Construction Manager contingency, Owner's contingencies or other costs that are the responsibility of the Owner.

§ 6.2 Evaluations of the Owner's SLCW, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by Construction Manager, in consultation with the Architect, represent the Architect's best judgment as an experienced design professional in the applicable marketplace familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, the Construction Manager's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the SLCW for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in cooperation with the Construction Manager/Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include recommended design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's SLCW.

§ 6.4 The estimate of the Cost of the Work shall be projected to the scheduled date for the Project's completion. If the Work has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner (or if at any time the Architect observes any material changes in the construction market) the Architect shall advise the Owner as to any anticipated escalation or reduction in the Cost of the Work due to changes in construction market. Owner's SLCW may, at the Owner's discretion, be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's SLCW, the Architect shall, without additional compensation from the Owner, 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.

§ 6.6 If the Owner's SLCW at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner at its sole discretion may:

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.1, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the SLCW as adjusted under Section 6.6.1.

§ 6.7.1 If the Owner chooses to proceed under Section 6.6.4 and the SLCW is exceeded by more than five percent (5%), the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's SLCW for the Cost of the Work at the conclusion of the Construction Documents Phase Services.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect warrants that in transmitting Instruments of Service, or any other information, the Architect is the originator of such information or has permission from the copyright owner to transmit such information for its use on the Project. Architect will not rely on any drawings or designs for the Project that are the subject of any copyright or patent held by any person other than the Architect without written notice to Owner and express written approval of the copyright or patent holder.

§ 7.2 All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, drawings, specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Architect or the Architect's consultants in connection with the Work or otherwise communicated by the Architect to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Architect's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to the Owner and shall at all times be and remain vested in the Owner. For those documents which contain the Architect's or the Architect's consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Architect's or the Architect's consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Architect for any services under this Agreement is expressly conditioned upon the Architect obtaining a valid written comprehensive assignment of all rights, title, and interest from its consultants in terms identical to those that obligate the Architect to the Owner as expressed in this section, which the Architect hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and the Architect's consultants a revocable, nonexclusive license for the limited purposes relating directly to the Architect's performance under this Agreement, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architects marketing material in accordance with Section 7.3 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the nonexclusive license may be sub-licensed to the Architect's consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 In the event the Owner uses the Instruments of Service without retaining the Architect's services, to the extent provided by law, the Owner releases the Architect and Architect's consultant(s) from all 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 the Architect's consultants from all costs and expenses, including the cost of defense, related to causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification and use of the Instruments of Service without the Architect's approval under this Section 7.3. The terms of this Section 7.3 shall not apply if the Owner rightfully terminates this Agreement for cause.

(Paragraph deleted)

§ 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. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner.

(Paragraph deleted)

§ 7.5 Architect shall deliver master reproducible drawings and specifications in electronic format when the design is approximately fifty percent (50%) complete and at the start of construction or at other times as determined by formal request from the Owner. Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, to the Owner upon completion of the Work hereunder, or upon the termination of this Agreement. In the event this Agreement is terminated by the Owner for any reason, Architect shall deliver all originals of the Instruments of Service (whether completed or in process) in electronic format, upon such termination; provided however, that Owner shall pay Architect for any undisputed amounts in accordance with Article 9 of this Agreement.

§ 7.6 The Architect shall use a CADD system for the preparation of all Instruments of Service in a manner consistent with such usage by comparable Architecture firms with expertise in projects similar in nature and scope to the Project. To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CADD files on electronic media ("CADD Discs") that can be reproduced with standard CADD equipment. Unless otherwise provided in this Agreement, if CADD technology is used by the Architect in connection with this Project, Architect shall retain all rights, title and interest in the CADD applications programs, electronic tapes, and disks related to the CADD applications programs. If Owner wishes to obtain a copy of any electronic media containing portions of Architect's design database pertaining to this Project for any reason, then Architect shall prepare a duplicate disk and

deliver the same to Owner at no additional cost. Uses by the Owner include but are not limited to backgrounds for Construction Manager or subcontractor shop drawings, as-built drawings, Owner marketing and other Owner promotional materials. Throughout the progress of the Project, the Owner may request an "in progress" set of CADD Documents for all or any portion of the Project and the Architect shall deliver the same to the Owner within three (3) business days of such request.

§7.7 No license is granted by this Agreement or otherwise allowing Architect or the Architect's consultants to reproduce, distribute, modify, display, or otherwise use any Owner-related marks, logos, and graphics. The Architect hereby acknowledges that marks, logos, and graphics related to the Owner are valuable intellectual property, and that misuse or misappropriation of them will damage the Owner. Reproduction, display, distribution, modification, or any other use of Owner-related marks, logos, or graphics without the prior, express, and written permission of the Owner is prohibited. That permission may be refused or revoked for any reason, in the Owner's sole discretion.

§ 7.8 Except as otherwise stated in Sections 7.2 and 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 A "Claim" is a demand or assertion by one of the Parties (Owner or Architect) seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner and Architect shall resolve 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 Claims Resolution process in § 8.2. and, except as otherwise provided by applicable law, in no case may either Party bring a cause of action against the other Party more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all Claims and causes of action not commenced in accordance with this Article 8.

§ 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Pending final resolution of any Claims, the Architect shall proceed diligently with the performance of its obligations under this Agreement and the Owner shall continue to make payment in accordance with the Agreement on all items not in dispute or subject to a Claim.

§ 8.1.4 The Architect shall initiate by written notice, any Claims for an increase to the Architect's compensation, and obtain Owner's written approval by a written Amendment to the Agreement, prior to providing any Additional Services or incurring any related costs related to Additional Services unless the Claim for Additional Services relates to an emergency imminently endangering life or property. In the case of Additional Services related to such an emergency, the Architect shall initiate a Claim by written notice to the Owner no later than twenty-one (21) days after the event giving rise to such Claim.

§ 8.2 Negotiation, Claim Resolution, and Mediation

§ 8.2.1 Within ten (10) business days of receipt of a notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by referring the Claim to persons who have authority to settle the Claim on behalf of each Party. The individuals with authority to resolve Claims shall meet within ten (10) days of receipt of written notice of a Claim. The Parties shall attempt in good faith to negotiate a resolution of the Claim prior to pursuing other remedies. If the Parties agree on the method of resolving the Claim, such method shall be embodied in a written agreement signed by the Owner and the Architect. If the Parties cannot agree on a method of resolving the Claim, the Parties agree to *confer and* evaluate in good faith whether *the parties agree to move forward with* a non-binding mediation process to assist in the resolution of the Claim. The Parties may agree to conduct such mediation under terms and conditions that are acceptable to both Parties. The Parties agree that construction lien law in Michigan does not

authorize liens against a municipality's public property, therefore the Architect may not file a lien against the Owner's Property for unpaid sums.

§ 8.2.2 reserved

§ 8.2.3 reserved

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

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction, subject to the venue requirements of Section 10.1
- ☐ Other: *(Specify)(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 non-binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction subject to the venue requirements of Section 10.1.

§ 8.3 Arbitration - reserved

§ 8.3.1 - § 8.3.3 reserved

§ 8.3.4 Consolidation or Joinder - reserved

§ 8.3.4.1 - § 8.3.5 reserved

(Paragraphs deleted)

§ 8.4 Alternative Dispute Resolution for Architect's Errors, Omissions, and Negligent Acts

§ 8.4.1 - §8.4.5 reserved

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement (except for non-payment due to a disputed invoice or Claim) within thirty (30) business days of the receipt of written notice of such nonpayment, such failure shall be considered substantial nonperformance and cause for the Architect to suspend performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ten (10) business days' written notice to the Owner to cure 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 by the Owner because of such suspension of services. Upon payment to the Architect of all undisputed sums due prior to suspension, the Architect shall immediately resume its services. If the Project is suspended for more than one hundred eighty (180) days, the Architect shall be paid for services completed at the time of suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than one hundred eighty (180) consecutive days for reasons other than the fault of the Architect, the Architect shall be reimbursed for services completed at the time of suspension. Should suspension exceed one hundred eighty (180) consecutive days, the Architect, subject to the Owner's approval of replacements, shall be entitled to substitute key team members that become unavailable due to the Project's suspension.

§ 9.4 NOT USED

Init.

§ 9.5 This Agreement may be terminated by the Owner, with or without cause, for Owner's convenience upon written notice to the Architect.

§ 9.6 In the event of a termination, the Architect shall be compensated for services performed prior to termination, including Reimbursable Expenses reasonably incurred prior to termination. If at the time of termination by Owner, the Architect's compensation is based on a percentage of the Cost of the Work, the Architect shall be compensated for services performed prior to termination based on the lesser of the SLCW, current estimated Cost of the Work, Contract Sum of the Contract for construction, or current Guaranteed Maximum Price of the Cost of the Work, multiplied by the applicable percentage fee and the applicable percentage of services completed at the time of termination based on the schedule of values in Section 11.5.

§ 9.7 In

(Paragraphs deleted)

the event of a termination, Owner's sole responsibility shall be to pay the Architect in accordance with Section 9.6 for services performed and accepted prior to termination, without waiver of damages, if any, flowing from Architect's acts, errors, or omissions.

§ 9.8 NOT USED

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 this Agreement shall be governed by the laws of the State of Michigan without regard to any conflict of law principles. In the event the Parties resort to a court, the Parties hereby (a) irrevocably consent and submit to the jurisdiction of the 52nd District-First Division Court or the 6th Circuit Court sitting in the State of Michigan, County of Oakland, or the U.S. District Court for the Eastern District of Michigan-Southern Division, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State of Michigan shall govern without regard to any conflict of law principles; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. The Architect shall incorporate the requirements of this choice of law and forum selection clause into all agreements with consultants, engineers, and other persons or entities (of any tier) providing Project-related services who, as Project participants, are in direct or indirect privity with the Architect.

§ 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, as modified, unless a contrary definition is set forth herein or inferable herefrom.

§ 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. The Owner reserves the right, upon notice to the Architect, to assign this Agreement to an institutional lender providing financing for the Project or to any other persons or entities who are ready and capable of performing the Obligations under the Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) 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 seven (7) 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 Architect or the Owner.

§ 10.5.1 The Owner shall enjoy the same benefits and rights to the Architect's consultants as the Architect enjoys with respect to its consultants. That Architect shall enter into written contracts with its consultants and engineers that impose upon its consultants the same duties and obligations to the Owner as the consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Architect shall, upon Owner's written request, assign such consultant agreements as directed by the Owner. Such assignment shall not change the fact that the Owner has no obligation to pay the Architect's consultants any amounts whatsoever, except prospective fees expressly agreed to in writing by the Owner after Owner's acceptance of an assignment of the Architect's consultant agreements. The Architect shall provide the Owner copies of any agreement entered into by the Architect pursuant to this Agreement or the Project.

§ 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. The Architect shall not knowingly specify in the Project Construction Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the construction of the Project. Upon the issuance of the Final Certificate for Payment, Architect shall require each contractor to certify to the Owner and the Architect that no ACBM or any known hazardous building materials were used in the construction of the Project.

§ 10.7 Only upon the written consent by the Owner, which may be withheld for any reason, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information concerning Owner's security measures and any information. The Architect shall furnish to the Owner, without charge, copies of all such materials for Owner's use as well as the Owner's review and approval prior to any publication. This Section 10.7 shall survive the termination of this Agreement.

§ 10.8 CONFIDENTIALITY. "Confidential Information" means information that is exempt from disclosure under the Michigan Freedom of Information Act, Public Act 442 Of 1976, MCL 15.231 et. seq. This Section 10.8 shall survive the termination of this Agreement. By entering into this Agreement, the Architect agrees to the following Confidentiality Agreement:

- .1** The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (a) with prior written consent of the Owner, (b) information which has become part of the public domain prior to the date of the Agreement, (c) information which becomes part of the public domain by means other than an unauthorized act or omission of the Architect, or (d) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).
- .2** The Architect shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner.
- .3** The Architect shall maintain, and shall cause all members of the design and consulting team, their directors, officers, employees, and agents, to maintain, during and after the term of the Agreement, the confidentiality of all confidential information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by above paragraph 10.8.1.
- .4** The Architect shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Services performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written permission.
- .5** The Architect shall not, without the express written consent of the Owner, discuss the Work or any part thereof with people under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. Architect shall follow the confidentiality and disclosure with requirements relating to a crisis management plan if

one is agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Architect to publicity released by the Owner that is detrimental to the reputation of the Architect. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Architect shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.

- .6 The Architect shall cause all members of the design and consulting team to specifically acknowledge that the provisions of this Confidentiality Agreement are binding upon them.
- .7 If the Architect becomes legally compelled to disclose any information concerning the Work, the Architect shall provide the Owner with verbal and written notice prior to disclosure so that the Owner may have the opportunity to seek a protective order or other appropriate remedy. In the event that a compelled disclosure is made by the Architect, the Architect agrees to produce only that portion of information which the Architect is legally obligated to disclose.

(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 WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate, nor be construed as, a continuing waiver.

§ 10.11 INDEPENDENT CONTRACTOR. This Agreement shall not render Architect or any of its personnel an employee, partner, agent, or joint venturer with Owner for any purpose. Architect is, and will remain, an independent contractor in its relationship to the Owner. The Owner shall not be responsible for withholding taxes with respect to the compensation of the Architect. The Architect shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Architect shall indemnify and hold Owner harmless for all demands and causes of action against the Owner by and Architect employee, arising out of any contract for hire or employer relationship between Architect and any Architect employee including, but not limited to Worker's Compensation, disability pay or other insurance of any kind. Architect shall solely control, direct, and supervise and be fully liable for the conduct of all Architect employees.

§ 10.12 USE OF STATE, FEDERAL OR OTHER SOURCES OF FUNDS. Portions of the Project, including the professional services to be provided under this Agreement may be funded by state or federal or private grant funds. If Owner receives grant funds, Owner shall provide Architect with all grant requirements applicable to the Project that pertain to Architect. If a state, federal or other grant requires specific language to be included in this Agreement that is not currently included, the Parties shall amend the Agreement to include the required grant language. Architect shall cause the requirements of grants received by Owner, relating to this Project, to be incorporated into the provisions of each Consultant Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services and Supplemental Services described under Articles 3 and 4, the Owner shall compensate the Architect as follows:

A total Lump Sum fee of Four Million Five Hundred Thirty Three Thousand Dollars (\$4,533,000) for Architect's Basic Services based on the estimated Cost of the Work, plus a Not-to-Exceed amount of Two Hundred Seven Thousand Seven Hundred Sixty Five Dollars (\$207,765) for any Reimbursable Expenses, which will be invoiced at actual cost without markup.

(Paragraphs deleted)

For furniture, fixtures, and equipment (FFE) with a separate budget of approximately \$2,000,000, which includes costs of loose furniture for areas such as offices, common spaces, training centers, conference rooms, dining areas, etc. Architect's fee percentage (to be converted to a lump sum(s) based upon the actual value of furniture procured for

furniture and equipment projects managed), shall be five and one half percent (5.5%), to act as the Owner’s Furniture Consultant and lead the Owner in the responsible procurement of program-wide furniture. In the event the Owner’s FFE budget materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect’s compensation shall be as follows: five and one half percent (5.5%).

In the event the Owner’s SLCW materially or substantially changes the Scope of the Work, the percentage fee for increases and/or reductions in the Architect’s compensation shall be as follows:

(Paragraph deleted)
Six and eighty five one hundredths percent (6.85%) of the difference of the Cost of the Work, or as otherwise agreed to by the parties.

Notwithstanding the foregoing, any increase or reduction to the Architect’s Fee shall be amended in writing.

§ 11.2
(Paragraphs deleted)
NOT USED

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

Depending on the nature of the request, and upon mutual agreement by the parties, compensation for Additional Services shall be as follows:

Six and eighty five one hundredths percent (6.85%) of Cost of the Work, or as otherwise agreed to by the parties.

Notwithstanding the foregoing, any increase or reduction to the Architect’s Fee shall be amended in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
zero percent (0%).

§ 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	Fifteen	percent (	15	%)
Design Development Phase	Twenty Three	percent (	23	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Two	percent (	2.0	%)
Construction Phase	Twenty Five	percent (	25	%)
Project Completion	Five	percent (	5.0	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 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 lesser of the Cost of the Work or SLCW. Compensation for previously completed Phases of Services 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 by the Architect in accordance with this Agreement for those portions of the Project except to the extent the reduction in Project Scope is related to the Architect’s errors, omissions, negligent acts, or failure to design the Project in

accordance with the SLCW. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed by the Architect in accordance with this Agreement whether or not the Construction Phase is commenced except to the extent the reduction in Project Scope is related to the Architect's errors, omissions, negligent acts, or failure to design the project in accordance with the SLCW.

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

See Exhibit E – Architect's Hourly Rate Schedule.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses, when indicated under Sections 11.1 or 11.3 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 costs not exceeding the limits established by the Owner;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents except for Architect's internal use, Owner reviews, agency approvals, public utility companies use and permitting;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner and not included in the Basic or Supplemental Services; and
- .6 All taxes levied on professional services and on reimbursable

(Paragraphs deleted)

expenses that are enacted subsequent to the execution of this Agreement.

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

§11.8.3 The Architect shall not be entitled to any single reimbursement for Reimbursable Expenses in excess of One Thousand Dollars (\$1,000) without the Owner's prior written authorization.

§ 11.9

(Paragraphs deleted)

NOT USED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the first, and if necessary, subsequent invoices.

§ 11.10.1.2 NOT USED

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the date on which the Owner receives an adequately documented invoice 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.

(Paragraph deleted)

Prime interest rate as published in the Wall Street Journal on first day of the month when owed payment becomes delinquent; however, shall not exceed six percent (6%) per annum.

§ 11.10.2.2 The Owner may withhold, without the Architect stopping or in any other way disrupting its services or the Project, any disputed sums or sums subject to a Claim under Article 8 of this Agreement. The Owner shall provide notice of contested amounts the Owner intends to withhold, the reasons and contractual basis for such withholding, with documentation in support on or prior to payment of uncontested amounts. Owner and Architect agree to meet and confer to resolve the concerns over the contested amounts. If unresolved, either party may pursue resolution pursuant to Article 8.

In addition to any sums withheld due to a dispute or Claims under Article 8, the Owner may, at its sole discretion, withhold up to ten percent (10%) from each payment for the Architect's compensation as retainage to be paid upon Final Completion and Acceptance of the Work or the termination of this Agreement.

§ 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 for Owner review and submitted with each invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 To the fullest extent possible, the provisions of this Agreement, including the Exhibits, and General Conditions shall be deemed to supplement and complement each other. In the event there is any conflict between this Agreement and AIA Document A201-2017, as amended and set forth in Section 13.2, the terms of this Agreement shall prevail.

§ 12.2 The Architect shall provide immediate written notice to the Owner if the Architect becomes aware of any defect, or omission (or potential defect, or omission) in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 12.3 The Owner and Architect acknowledge and agree that each have participated fully in the negotiation and preparation of this Agreement and that this Agreement shall not be more strictly construed against either party.

§12.4 Indemnification

§ 12.4.1 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims that arise as a result and are caused by, in whole or in part, of the negligent or intentional acts, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its consultants.

§ 12.4.2 The Architect shall indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for all damages, losses, or claims that arise as a result and are caused by, in whole or in part, of the breach of this Agreement or any implied covenants deemed applied thereto, negligent or intentional acts, omissions, or other failures to perform by the Architect, its employees, its agents, or its consultants.

§ 12.4.3 The Architect agrees to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any claims or demands asserted by the Construction Manager or others against the Owner that a contractor or others asserting the claims contend arise out of or result from the conduct, actions, or failure to act of the Architect. Architect further agrees to indemnify defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers for any damages, fees, expenses, and costs (including, but not limited to, legal fees, and other court, mediation, or arbitration costs) incurred by the Owner in defending against claims asserted by the Construction Manager or others against the Owner that the Construction Manager or others asserting the claims contend arise in whole or in part out of or result from the conduct, actions, or failure to act of the Architect.

§ 12.4.4 The indemnity provisions of the previous three sections in this Article 12 shall not be construed so that one provision cancels, limits, or abrogates the indemnities and protections and governmental immunity afforded the Owner or the duties of the Architect to indemnify, defend, and hold harmless the Owner and its officials, employees, agents, consultants, and volunteers in each of those sections shall be construed cumulatively.

§ 12.5 Project Management Information System.

The Architect shall implement a management control system for the design and construction of the Project using to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and

§ 12.7.1 All such notices, requests, consents, and approvals shall be deemed to be given when delivered, if personally delivered, or upon receipt (as evidenced by the date set forth on the return receipt), if sent by certified mail or overnight delivery service.

§ 12.8 The Architect's duties and obligations imposed by the Agreement and Owner's rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 12.9 Protected Health Information.
Not Used.**

§ 12.10 Public Body The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Architect. The Architect, assisted by the Owner's Representative Consultant, shall prepare and submit all recommendations, which require the Owner approval, as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

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 B101™-2017, Standard Form Agreement Between Owner and Architect, as modified and including Attachment A - Owner's Insurance Requirements
- .2** AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3** Exhibits:
Exhibit A – Design Phase Deliverables
(Paragraph deleted)
Exhibit B – AIA Document G704-2017 Certificate of Substantial Completion
Exhibit C – Architect's Clarifications and Exclusions
Exhibit D – Agreement Amendment Form
Exhibit E – Architect's Hourly Rates
Exhibit F – Architect's Organization Chart/Key Personnel
Exhibit G – Architect's Certificate(s) of Insurance
Exhibit H – AIA Document G701-2017 Change Order
Exhibit I – AIA Document G714-2017 Construction Change Directive
Exhibit J – Project Preliminary Milestone Schedule
- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

[signatures on following page]

§ 13.3 To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 13.4 This Agreement effective on the date the Owner and Architect both sign it. To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

CITY OF NOVI,

HARLEY ELLIS DEVEREAUX CORPORATION,

OWNER (Signature)

Victor Cardenas, City Manager
(Printed name and title)

Date

Chris Vogelheim
ARCHITECT (Signature)

Chris Vogelheim, Principal
(Printed name, title, and license number, if required)

10/31/2025
Date

ATTACHMENT A

OWNER'S INSURANCE REQUIREMENTS

In General

The Architect shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and additional insured and waiver of subrogation endorsement(s) when policies are renewed or changed to the Owner/City of Novi.

The insurance required hereunder shall not be interpreted to relieve the Architect of any obligations under the Contract. The Architect shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, \$2,000,000, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds – Not Applicable**
5. **Professional Liability** (if Design/Build), with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.
6. **Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$5,000,000 policy aggregate.
7. **Umbrella/Excess Liability**
The Architect shall provide Umbrella/Excess Liability insurance limits as follows:
 - For contract amount under \$5,000,000: At least \$1,000,000 limit
 - For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
 - For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
 - For contract amount over \$50,000,000: At least \$10,000,000 limit**

If the Architect maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Architect. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

OTHER CONTRACTUAL INSURANCE ITEMS TO POTENTIALLY INCLUDE**A. Acceptable Insurance Company**

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner, such approval shall not be unreasonable withheld. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

B. Certificate of Insurance

The Architect will deliver to the City of Novi

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All additional insured and waiver of subrogation endorsements shall be attached to the certificates of insurance when submitted to the Owner.

C. Cancellation and Modification of Insurance Coverages

The Architect shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

D. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Architect under this Section GC.8.

E. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the General liability, automotive liability, and umbrella/excess liability insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Architect has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors

SCOPE AND LIMIT OF INSURANCE – CITY OF NOVI CONTROL**A.****1. Builder's Risk Insurance**

Novi-Owned Property: During the term of this Contract, Owner, City of Novi will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

2. **Owner Controlled Insurance Program – OCIP – General Liability, and Excess Umbrella Liability.** Timing is right pre vote to start discussions, planning analysis with Kapnick Team. Opportunity to control administration, costs, ability to purchase higher limits and more effective way to protect City of Novi.

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner, such approval shall not be unreasonable withheld. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Certificate of Insurance

The Architect will deliver to the City of Novi. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

D. Cancellation and Modification of Insurance Coverages

The Architect shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

E. No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Architect under this Section GC.8.

F. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the General liability, automotive liability, and umbrella/excess liability insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Architect has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Failure to Provide or Maintain Insurance Coverages

The Architect's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Architect) or procure substitute insurance. The Architect is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Architect.

[end of Attachment A – Owner's Insurance Requirements]

Initials

EXHIBIT A, Architect's Design Phase [Minimum] Deliverables Document Requirements, to AIA B101-2017 Edition, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Architect** dated October 7, 2025.

Owner: _____

Architect: CV

The goals of establishing the following design phase [minimum] deliverable document requirements are (1) to assist the Owner to eliminate, as much as possible, project design, budget and schedule uncertainties by increasing predictability; (2) to provide sufficient and accurate project design and engineering design documents to the Owner and Construction Manager (Contractor) so that the Construction Manager can rely upon such design and engineering documents to prepare and submit to the Owner reliable project construction budget/estimate at the completion of various design milestones – i.e., Schematic Design, Design Development, etc. The Owner fully anticipates that at the conclusion of the Schematic Design Phase, The Construction Manager shall be able to prepare and present to the Owner and the project team a formal Project budget and/or estimate which shall be divided into CSI Divisions. Such budget and/or estimate will allow the Owner to rely upon it as a “maximum target price” for the Project. At the conclusion of the Design Development Phase, the Construction Manager shall prepare and present to the Owner and the project team a “full take-off estimate” of sufficient substance and detail so the Owner will be able to rely upon as an initial Guaranteed Maximum Price (GMP) and to rely upon the initial GMP to secure financing for the Project or for each sub-component of the Project. Subsequent to acceptance of the initial GMP by the Owner, the Construction Manager shall have the principal responsibility to assist the Owner and the members of the design team to ensure that the final GMP will not exceed the initial GMP. The Construction Manager shall fully engage the Architect and other design team members, and the Architect and other design team members shall fully cooperate with the Construction Manager, to ensure that in preparing the [final] Construction Document, the scope, quality and costs of the Project are aligned (not compromised) and within the initial GMP.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Scope of work narrative 2. Comparison of capacities (see "Building Interior" for area comparison) to program 3. List of applicable building codes on drawing title sheet 4. List of anticipated building code variance requests	1. Description of construction phasing 2. Description of any proposed occupancy within construction area 3. Building code review (describe means of compliance for major code issues and building systems) 4. Description of water & vapor characteristics of roof & exterior walls 5. Design intent document (rough draft)	1. Documentation on drawings as required by building codes 2. If multiple bid packages, clear indication of scope of each release 3. Identification of construction phasing, including temporary requirements during each phase 4. Design intent document (completed design)
SPECIFICATION	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents 2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products 3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items 4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>SITE</i>	1. Site plan(s), to include the following: 2. Existing conditions 3. Demolition 4. Building outline(s) 5. Future expansion 6. Site entrance 7. Roads & driveways 8. Parking locations 9. Bus stop/shelter (if required) 10. Loading dock location 11. Waste/recycling collection locations 12. Walkway locations 13. Stairway locations 14. Emergency telephones 15. Utility requirements 16. Site utilities 17. Preliminary grading plan 18. Soil retention work, if needed 19. Storm water management plan 20. Preliminary site lighting layout	1. General dimensions & elevations 2. Permanent exterior signage 3. Parking/roadway plans & elevations 4. Vehicle & pedestrian traffic controls 5. Grading plan 6. Lighting plan 7. Concept details of site fixtures & equipment 8. Utility plans, elevations & details 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan (for both construction and occupancy) 12. Calculation of site and disturbed areas 13. Dewatering plan	1. Extent of construction area 2. Area traffic plan, if existing roads/walks are impacted 3. Site development phasing 4. Construction site access 5. Staging area 6. Construction signage 7. Site details, including landscape 8. Pipe sizes 9. Connection details 10. Copy of local government review comments on utilities and modifications in right(s)-of-way 11. Photometrics of proposed site lighting 12. Protection requirements for construction, plantings that remain
<i>LANDSCAPING</i>	1. Existing conditions 2. Landscaping concept 3. Existing irrigation	1. Planting plan 2. Irrigation plan	1. Existing tree protection 2. Soil preparation & planting specifications 3. Guying diagrams 4. Piping diagrams 5. Pipe sizes 6. Landscape and irrigation details and legends
<i>STRUCTURAL</i>	1. Structural scheme 2. Written description	1. Foundation plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections	1. Definition of control joints 2. Beam, column & slab schedules 3. Mechanical and electrical concrete house keeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>BUILDING EXTERIOR ENVELOPE</i>	1. Typical elevations 2. Fenestration layout 3. Material designations 4. Overall building cross-sections 5. Roof layout 6. Energy code requirements	1. All building elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections	1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
<i>BUILDING INTERIOR</i>	1. Typical floor plans (min 1/16" scale) w/ legends 2. Demolition 3. All room numbers 4. Area use identification & area in square ft. 5. Mechanical, electrical & other service closets & rooms 6. Circulation paths 7. Area tabulations compared to program requirements 8. Show flexibility for expansion & alterations 9. Preliminary layout of major spaces w/ fixed equipment	1. All floor plans (min 1/16" scale) 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed seating 8. Defined seating, serving, & kitchen facilities 9. Equipment & furniture layouts 10. Important interior elevations 11. Details of unique features 12. Details of fixed equipment 13. Preliminary finish schedule 14. Preliminary door schedule 15. Informational signage	1. Dimensioned floor plans 2. Enlarged plans 3. Partition details 4. Interior details 5. Interior elevations 6. Finish schedules 7. Door & hardware schedules 8. Room signage 9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference) 10. Schedule of lab fixtures (turrets, etc.), if applicable
<i>ELEVATORS</i>	1. Elevator location(s) 2. Equipment room location(s)	1. Elevator shaft section 2. Equipment description	1. Dimensioned plans 2. Sections & details of hydraulic cylinder, if applicable 3. Description of shaft sump pit(s) 4. Elevator car & equipment support details 5. Description of controls & fixtures 6. Door & frame details 7. Interior details including lighting

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC	1. Identify all systems 2. One-line flow diagrams 3. Exterior equipment locations 4. Air intake & discharge locations 5. Mechanical legend 6. Special occupancy zones 7. Energy code requirements	1. Updated design criteria for each mechanical system (including room T&H specs, NC levels, etc) 2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems 3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" 4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains 5. Plans indicating shaft, chase, recess requirements 6. Duct layout for typical spaces 7. Equipment schedules (major equipment) 8. Equipment locations (with enlarged mechanical plan(s)) 9. Control diagrams (concept form) for all mechanical and plumbing systems 10. Description of major sequences of operation 11. Central automation operation 12. M/E smoke control scheme 13. Preliminary calculations	1. One line flow diagrams for all mechanical systems: chilled water, etc. 2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels. 3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #). 4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale 5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas. 6. In common mechanical space, indication of space zoning by system 7. Connection to fire alarm & campus control systems 8. Equipment details, including structural support requirements 9. Penetration details 10. Installation details 11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
HVAC <i>(continue)</i>			12. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring 13. Detailed sequences of operation 14. Design calculations
PLUMBING & PIPING	1. Main water supply 2. Restroom location(s) 3. Plumbing legend	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.) 2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water header diagram 5. Central cooling water header diagram 6. Steam header diagram 7. Steam metering concept	1. Water riser diagram, including assumed fixture counts per floor connection 2. Waste and vent riser diagrams including assumed fixture counts per floor connection 3. Radiation riser diagram 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Convector piping detail 13. Penetration details 14. Design calculations
FIRE PROTECTION (MECHANICAL)	1. Report documenting adequacy of utility 2. Connection to utility 3. Location of sprinkler valve 4. Sprinkler legend 5. Optional Fire Protection systems	1. Riser diagram 2. One-line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Typical sprinkler installation details, including structural support requirements 5. Penetration details 6. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<i>LIGHTING</i>		1. Typical lighting plans 2. Fixture/switching layout 3. Fixture types & schedule 4. General light fixture descriptions 5. Light level calculations 6. Energy code requirements	1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams 3. Installation details, including structural support requirements 4. Design calculations 5. General notes on conduit and wire sizes for all lighting branch circuits.
<i>ELECTRIC POWER DISTRIBUTION</i>	1. One-line diagrams 2. Electric vault locations 3. Exterior equipment locations 4. Electric closet(s) location(s) 5. Electric legend	1. Normal power riser diagram with circuit breaker & fuse sizes 2. Emergency power riser diagram with circuit breaker & fuse sizes 3. Grounding riser diagrams 4. List of equipment on emergency power 5. Emergency generator layout 6. Equipment layout/sizes, w/receptacles 7. Panel locations/ schedules 8. Load estimates 9. Plan for temporary power during construction	1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting. 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm & HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Grounding details 11. MCC details 12. Penetration details 13. Design calculations

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
FIRE ALARM	1. Connection to Dept of Public Safety 2. Panel locations	1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations	1. Indication of connection to fire alarm, HVAC & central campus monitoring systems 2. Connection details
COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS) <i>*in coordination with the Technology Consultant</i>	1. Building & local distribution 2. Frame closet locations & size 3. Cable tray locations	1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets & connection boxes) 7. IT and low voltage system descriptions, apparatus and equipment locations, and specifications.	1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout & connection diagrams 4. Cable schedule 5. Connection details 6. Structural support requirements 7. Audio/visual equipment list 8. Audio/visual system riser diagram(s) 9. IT system plans, network and cabling plans, network electronics, voice-video-data drops, etc.
SECURITY SYSTEMS <i>*in coordination with the Technology Consultant</i>		1. General security / CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout & elevations	1. Riser diagrams 2. Equipment closet layout & elevations 3. Concealed and exposed raceways 4. Installation details
OTHER GRAPHICS	1. Rendering(s), models, or other graphics as necessary to clearly present concept	1. Renderings and simulated fly-through of the PSB and one of the Fire Stations (#2 or #3) for public presentation.	
NOTES	1. All movable furnishings & artwork are considered to be independent of the Architectural design project 2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. 3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three inches thick.		

*** ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE).**

EXHIBIT B consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G704-2017 Certificate of Substantial Completion Form

[See Attached Certificate(s) of Completion Form]

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DRAFT AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: 001 Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

EXHIBIT C, consisting of attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Clarifications and Exclusions

[See attached Architect's Clarifications and Exclusions]

[Remainder of this page is blank]

October 9, 2025

City of Novi Public Safety Program

Exhibit F - Exclusions

Landscape

Plant watering schedule
Irrigation design – full design with pipe sizing
Water precipitation calculations

Architecture

Utility Company coordination and approvals

Civil

Easement Exhibits
Offsite utility or street improvements
FEMA Flood Plane
Zoning modifications
Traffic control / signal studies or implementation

Structural

Windstorm certification

MEP

Commissioning/Enhanced commissioning
Radio Antenna
Fire Station Alerting System Design

Environmental

Environmental or hazardous materials issues
Hazmat testing / report
Abatement Scope Definition
Abatement Monitoring Services

EXHIBIT D consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and
Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Contract Amendment Form

[See Attached Amendment Form]

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DRAFT

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Novi
New Public Safety Facilities

AGREEMENT INFORMATION:
Date:

AMENDMENT INFORMATION:
Amendment Number: 001
Date:

OWNER: *(name and address)*
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

ARCHITECT: *(name and address)*

The Owner and Architect amend the Agreement as follows:

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AE Compensation Summary:

Original Agreement AE Fee = \$

Original Agreement Reimbursable Expenses (NTE) = \$

Amendment No. 001 =

Total AE Compensation = \$ _____

Schedule Adjustment:

SIGNATURES:

ARCHITECT *(Firm name)*

City of Novi

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Victor Cardenas, City Manager

PRINTED NAME AND TITLE

DATE

DATE

EXHIBIT E consisting of the attached page(s), referred to in and part of the Agreement **between Owner and Architect** dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Hourly Rate Schedule

By initialing this page, the Architect represents to the Owner that the Hourly Rate Schedule on the following page(s) accurately represents each staff's invoiced rate, computed according to the Agreement, as modified for the Project.

[See Attached Hourly Rate Schedule]

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HED Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE		
Principal in Charge	\$290	-	\$310
Project Management	\$175	-	\$240
Level 7: Principal Architects/Engineers/Planner/Designers	\$290	-	\$310
Level 6: Associate Principal Architects/Engineers/Planner/Designers	\$200	-	\$270
Level 5: Associate Architects/Engineers/Planner/Designers	\$165	-	\$240
Level 4: Salary Architects/Engineers/Planner/Designers	\$140	-	\$200
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$125	-	\$175
Level 2: Hourly* Architects/Engineers/Planner/Designers	\$100	-	\$150
Level 1: Hourly* Architects/Engineers/Planner/Designers	\$80	-	\$100

* Subject to Overtime premium of 1.5 times schedule rate.

Rates are subject to change annually and are effective through December 31, 2026.

BRW Standard Billing Rates

8/12/2025 - 12/31/2026

CLASSIFICATION	RATE RANGE
Executive Principal	\$350.00
Project Principal	\$310.00
Project Design Manager	\$275.00
Senior Project Manager	\$265.00
Project Manager	\$240.00
Senior Project Architect	\$240.00
Project Designer	\$240.00
Senior Interior Designer	\$220.00
Project Architect	\$210.00
Senior Project Coordinator	\$210.00
Environmental Branding / Graphic Designer	\$195.00
Architect	\$175.00
Interior Designer	\$175.00
Project Coordinator	\$165.00
Administration Staff	\$130.00

EXHIBIT F, consisting of attached page(s), referred to in and part of the **Agreement between Owner and Architect** dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Organization Chart/Key Personnel

[See attached Architect's Organization Chart/Key Personnel]

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ORGANIZATIONAL CHART

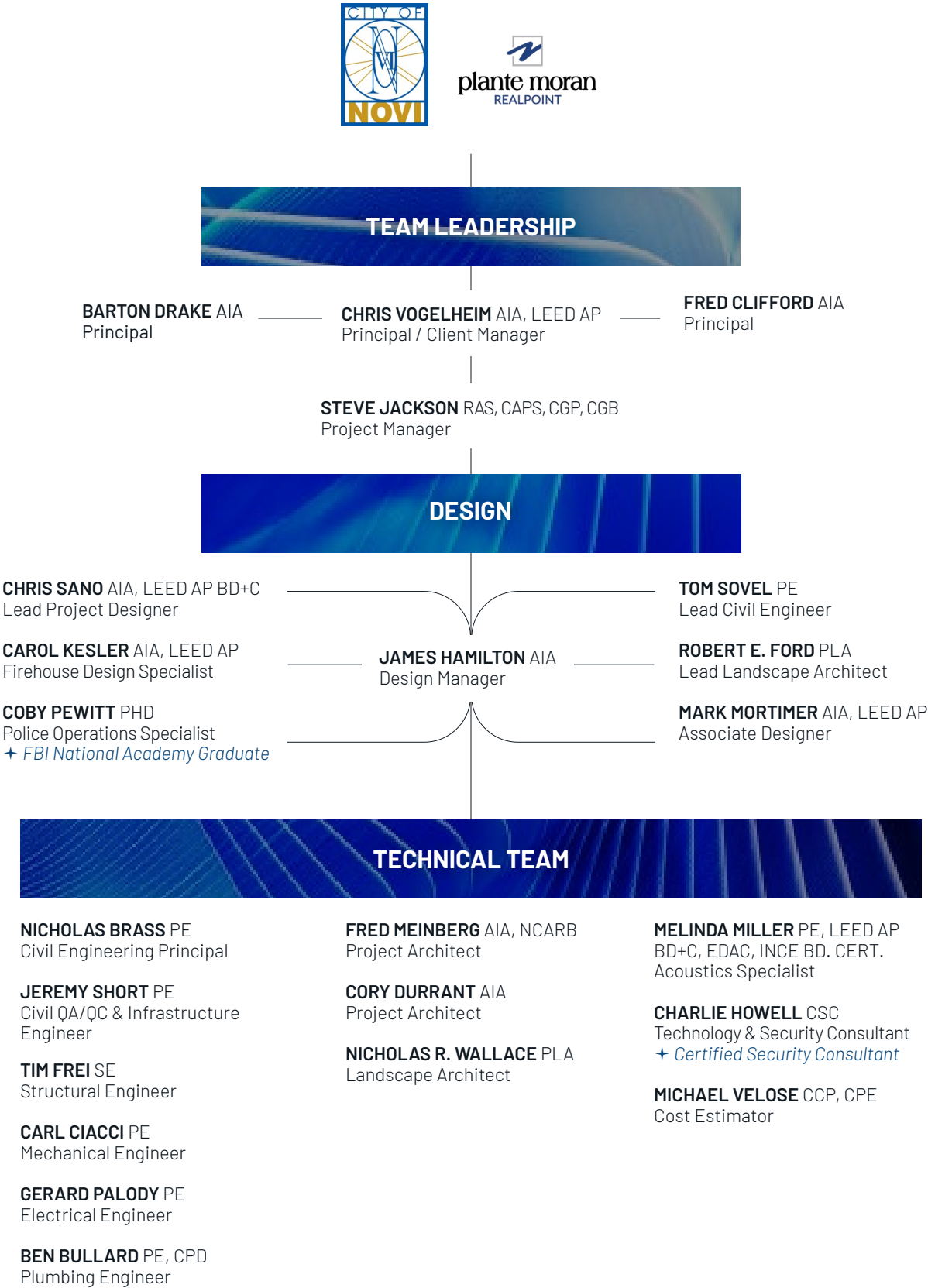


EXHIBIT G, consisting of attached
page(s), referred to in and part of the
Agreement between Owner
and Architect dated October 7, 2025.

Initials

Owner: _____

Architect: CV

Architect's Certificate(s) of Insurance

[See attached Certificate(s) of Insurance]

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EXHIBIT H, consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and Architect
dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G701-2017 Change Order Form

[See attached Change Order Form]

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DRAFT AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed-upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be unchanged by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	20.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

EXHIBIT I consisting of the attached
page(s), referred to in and part of the
Agreement between Owner and Architect
dated October 7, 2025.

Initials

Owner: _____

Architect: CV

AIA Document G714-2017 Construction Change Directive Form

[See attached Construction Change Directive Form]

[REMAINDER OF THE PAGE IS BLANK]

DRAFT AIA[®] Document G714[™] – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CCD INFORMATION: Directive Number: 001 Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☒ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☐ As follows:

- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: *The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE