



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **Fourteenth** day of **November** in the year **2022**
(In words, indicate day, month and year.)

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

Spring Grove Area School District
100 East College Avenue
Spring Grove, PA 17362

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

Crabtree, Rohrbaugh & Associates
401 East Winding Hill Road
Mechanicsburg, PA 17055

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

New Maintenance Building and Campus Access Drives (CRA3609)

Spring Grove Area High School and Elementary School Access Drives (CRA3640)

The Owner, upon approval and as assigned by the School Board, may authorize the Architect to provide architectural services on various projects which will be addressed by amendment to this Agreement.

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.")

This Agreement may contain various Exhibits and/or future Addenda. To the extent any future Addenda is comprised of documents that purport to constitute contracts between the parties thereto, the parties agree that such future Addenda shall not be considered of any evidentiary value in any proceeding between the parties hereto unless the same is executed by both parties hereto. Exhibits attached to this Agreement shall be part of this Agreement.

§ 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.)

To be determined

§ 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.)

To be determined

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

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

To be determined

Init.

/

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

.1 Design phase milestone dates, if any:

Not determined at time of Agreement

.2 Construction commencement date:

Not determined at time of Agreement

.3 Substantial Completion date or dates:

Not determined at time of Agreement

.4 Other milestone dates:

Not determined at time of Agreement

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(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.)

Competitive Bid/Build

§ 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 determined at time of Agreement

§ 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.

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

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

Not determined at time of Agreement

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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

Not determined at time of Agreement

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

Not determined at time of Agreement

Init.

.2 Civil Engineer:

For the New Maintenance Building and Access Drives project the Civil Engineer will be retained as an Architect Basic Service as noted in §1.1.11.4.

Civil Engineer’s services on any future project(s) to be determined.

.3 Traffic Consultant:

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

Transportation Resource Group, Inc

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

John A. Beddia, AIA | Principal, Managing Partner
Scott Cousin, AIA, LEED AP | Principal, Senior Project Manager

Crabtree, Rohrbaugh & Associates
401 East Winding Hill Road
Mechanicsburg, PA 17055

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not determined at time of Agreement

.2 Mechanical Engineer:

Not determined at time of Agreement

.3 Electrical Engineer:

Not determined at time of Agreement

.4 Civil Engineer:

For the New Maintenance Building and Access Drives project the Civil Engineer will be retained under Architect Basic Service. Civil Engineer: Kurowski & Wilson

Civil Engineer’s services on any future project(s) to be determined (see §1.1.9).

§ 1.1.11.2 Consultants retained under Supplemental Services:

See §4.1

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

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until **substantial completion** of the Project **and for two (2) years thereafter**, as established in the Project Schedule approved by the Owner. **If the Owner requires any insurance coverage** in addition to the types and limits the Architect normally maintains, the Owner shall pay the **Owner shall pay the Architect** as set forth in Section 11.8.

§ 2.5.1 Commercial General Liability with policy limits of not less than **Two Million Dollars (\$2,000,000)** for each occurrence and **Four Million Dollars (\$4,000,000)** 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 **One Million Dollars (\$1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 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 **One Million Dollars (\$1,000,000)** each accident, **One Million Dollars (\$1,000,000)** each employee, and **One Million Dollars (\$1,000,000)** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Two Million Dollars (\$2,000,000)** per claim and **Four Million Dollars (\$4,000,000)** in the aggregate.

§ 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.

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

§ 2.6 **The Architect's responsibilities shall include a visual inspection of any existing buildings to generally determine their dimensions. However, Architect's responsibilities shall not include an invasive or exhaustive "as built" survey of existing conditions. An "as built" survey of existing facilities is an additional service and may be requested by the Owner and the Architect compensated for the same pursuant to §4.1.1.4. "As Built Existing Facility Survey."**

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. **Unless indicated clearly to the contrary herein, services not set forth in Articles 3 and 4 are Additional Services pursuant to §4.1.**

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

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

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

§ 3.1.4 The Architect shall 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 contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. **After the Construction Documents have been approved by any governmental authority having jurisdiction over the same, or by any entity providing utilities or other regulated services, then any changes to the Construction Documents thereafter required to be made by the Architect as a result of any instruction or direction given by such governmental authority or other entity shall be considered Additional Services. The Architect's charges for Additional Services under this paragraph 3.1.5 shall be deemed to be approved by the Owner when performed by the Architect, and the Owner shall pay Architect for such Additional Services in accordance with §11.3 and §11.10.2.1.**

§ 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.

Init.

§3.1.7 The Architect shall not be responsible for any increases in the cost of the Project that arise from or are related to changes to the Construction Documents or the Project when those changes are required by any governmental authority or other entity providing utilities or other regulated services and such changes are required after the governmental authority or other entity approved the Construction Documents.

§ 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. **However, the Architect shall not be required to attend municipal meetings or hearings relating to subdivision or land development approval, including without limitation, zoning hearings. Attendance at all such meetings and hearings by the Architect shall be considered Additional Services.**

§ 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) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. **The Architect shall not be liable for undiscovered inconsistencies.**

§ 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.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the 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. 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 a **written** estimate of the Cost of the Work prepared in accordance with Section 6.3 **for the Owner's approval.**

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the 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 estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The 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.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 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) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

§ 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.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall, as an Additional Service, consider requests for substitutions.

§ 3.5.3 Negotiated Proposals [Not applicable]

§ 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 ;
- .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 participating in negotiations with prospective contractors, 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, the Architect shall, as an Additional Service, consider requests for substitutions.

§ 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 as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. **Except as modified by the Architect’s Supplementary Conditions that are included as the Bidding Documents, 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 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 Contractor’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 or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and 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 final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. **The duration of construction administration services is based upon the original construction schedule prepared by the Contractor and approved by the Owner. Services extending beyond this date shall be considered additional services, subject to the provisions of 4.2.4, provided, however, that if services beyond such are required due to action, inaction, or omission of the Architect, Architect shall not be entitled to Additional Services for the time period of extension of services equivalent to the modification of the construction schedule caused by the Architect.**

§ 3.6.2.2 The Architect shall reject Work that it believes does not conform to the Contract Documents **provided Architect has actual knowledge of such Work, unless the Owner accepts in writing such non-conforming work.** Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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. **This paragraph is not intended to relieve Architect of its duty to use reasonable care to evaluate the Work when visiting the site as provided in §3.6.2.1 above.**

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and 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.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor'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 is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. **The Architect shall not be responsible for securing any waivers or partial waivers of mechanics' lien claims from Contractor, provided, however, that to the extent the General Conditions of the Contract for Construction require any waivers prior to issuance of a Certificate of Substantial Completion, Architect shall verify that such waiver has been provided prior to issuance of the Certificate of Substantial Completion pursuant to §3.6.6.4 below.**

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor'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 submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The 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. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness **so as not to cause a delay in critical path items on the approved Construction Schedule**. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's 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 **punch** list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 **Architect shall schedule with** 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. **Additionally, the Architect shall, throughout the first year after the date of Substantial Completion, respond to any inquiries by the Owner and assist the Owner in addressing any concerns that may arise with the Project or work of contractors.**

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below may be required for the Project. **To the extent the following services are the sole responsibility of the Owner, they shall be hereafter referred to as "Owner Requested Supplemental Services."** The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

DEFINITIONS:

Basic Services	Services provided as part of Architect's Basic Services and are included in the Architect's Basic Fee (see §11.1)
Supplemental Services	Not part of Architect's Basic Services. These services will be provided by the Architect and billed in accordance with §11.2 and §11.3
Owner Requested Supplemental Services	Not part of Architect's Basic Service. These services will be billed in accordance with §11.3.
Under Separate Contract	Not part of Architect's Basic Services. These services will be provided under a separate contract and will be billed in accordance with the terms of that contract.

Service	Responsibility	Type of Services			
		Basic Services	Supplemental Services	Owner Requested Supplemental Services	Under Separate Contract
§4.1.1.1 Programming	Owner				
<i>(Row deleted)</i>					
§4.1.1.2 Multiple preliminary designs	Architect	X			
<i>(Row deleted)</i>					
§4.1.1.3 Measured drawings	Architect Specific to concrete floors only	X			
§4.1.1.4 As Built Existing Facilities Surveys	Architect		X		
§4.1.1.4.1 Visual Inspection of Existing Facilities	Architect	X			
<i>(Row deleted)</i>					
§4.1.1.5 Site Evaluation and Planning (B203™-2017)	Not Provided				
<i>(Row deleted)</i>					
§4.1.1.6 Building information modeling LOD 300 (see §12.5 and §12.6)	Architect	X			
§4.1.1.7 Space Schematic/Flow Diagrams	Architect	X			
§4.1.1.8 Economic Feasibility Survey	Owner				

Init.

§4.1.1.9	Owner Supplied Data Coordination	Owner				
§4.1.1.10	Schedule Development and Monitoring	Architect (Design Schedule Only)	X			
§4.1.1.11a	Civil engineering, Design and Municipal Approval	Architect (see §1.1.9 and §1.1.11.4)			X	
§4.1.1.11b	Civil engineering Municipal As-built Survey Documentation and Recording	Owner			X	
<i>(Row deleted)</i>						
§4.1.1.12	Landscape design	Owner			X	
<i>(Row deleted)</i>						
§4.1.1.13	Architectural Interior Design	Architect	X			
§4.1.1.14	Bidding or Negotiation	Architect	X			
§4.1.1.15	Value Engineering	Owner/ Architect	X			
<i>(Row deleted)</i>						
§4.1.1.16	Detailed cost estimating	Not Provided				
<i>(Row deleted)</i>						
§4.1.1.17	On-site project representation	Owner				
<i>(Row deleted)</i>						
§4.1.1.18	Conformed drawings	Architect		X		
<i>(Row deleted)</i>						
§4.1.1.19	As-designed record drawings	Architect		X		
<i>(Row deleted)</i>						
§4.1.1.20	As-constructed record drawings	Architect		X		
<i>(Row deleted)</i>						
§4.1.1.21	Post occupancy evaluation	Not Provided				
<i>(Row deleted)</i>						
§4.1.1.22	Facility Support Services (B210™–2017)	Owner				
<i>(Row deleted)</i>						
§4.1.1.23	Tenant-related services	Not Provided				
<i>(Row deleted)</i>						
§4.1.1.24	Coordination of Owner's Security and IT consultants	Architect	X			
§4.1.1.25a	Telecommunications/ data raceway and cabling design	Architect	X			
§4.1.1.25b	Telecommunications/ data equipment design and procurement	Owner				

(Row deleted)

Init.

1

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 09:04:52 ET on 02/21/2023 under Order No.2114301401 which expires on 04/19/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1282168931)

§4.1.1.26	Security Evaluation and Planning	Architect	X			
<i>(Row deleted)</i>						
§4.1.1.27	Commissioning	Owner				X
<i>(Row deleted)</i>						
§4.1.1.28	LEED® Certification (B214™-2012)	Owner				X
<i>(Row deleted)</i>						
§4.1.1.29	Fast-track design services	Not Provided				
<i>(Rows deleted)</i>						
§4.1.1.30	Historic Preservation (B205™-2017)	Owner				
<i>(Row deleted)</i>						
§4.1.1.31	Furniture, Furnishings and Equipment Design	Architect		X		
<i>(Row deleted)</i>						
§4.1.1.32	Food Service Consultants	Owner			X	
§4.1.1.33	Local and Regulatory Application	Architect	X			
§4.1.1.34a	Environmental/Asbestos Consultant	Owner			X	
§4.1.1.34b	Geotechnical Engineering	Owner			X	
§4.1.1.35	Codes Consultant	Owner			X	
§4.1.1.36	Testing and Inspection Services	Owner			X	
§4.1.1.37	All Plancon related services and approvals (applicable only to PA Educational Projects)	Owner/ Architect	X			
§4.1.1.38	Technical Lab, Equipment and Utility Layout	Owner			X	
§4.1.1.39	Assistance with Grants	Owner/ Architect		X		
§4.1.1.40	Public Hearings (Planning, Zoning, etc.)	Owner		X		
§4.1.1.41	Exhibit/Graphic Design	Architect		X		
§4.1.1.42	Property surveys as defined in §5.4	Owner			X	
§4.1.1.43	OCIP Coordination	Owner		X		
§4.1.1.44	ESCO Contract Coordination	Owner		X		
§4.1.1.45	Educational Environmental Coordination	Owner				X
§4.1.1.46	Project subscription to web-based construction administration service	Owner				X
§4.1.1.47	Acoustical Consultant				X	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Init.

/

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 09:04:52 ET on 02/21/2023 under Order No.2114301401 which expires on 04/19/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1282168931)

Intentionally deleted.

§ 4.1.2.2

(Paragraphs deleted)

Intentionally deleted.

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or 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.

§ 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 the Owner, **within 72 hours of the Architect's explanation of the facts and circumstances giving rise to the need for Additional Services**, determines that all or parts of the services are not required, **and within such time period gives notice to the Architect of the Owner's determination, then the Owner shall have no further obligation to compensate the Architect for the following services:**

- .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.

Init.

§ 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 **up to two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **up to two (2)** visits **per month** to the site by the Architect during construction
- .3 **up to two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **up to two (2)** inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement **for any project approved and assigned by the Owner** have not been completed within **thirty-six (36)** months of the date of **the Owner's notice to proceed for a project**, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the 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 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 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.

§ 5.7 Intentionally deleted.

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

§ 5.9 The Owner shall furnish tests, inspections, **International Building Code (IBC) inspections**, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 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 Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall **include the cost at the current market rates of labor and materials furnished by the Owner, and equipment designed, specified, selected, coordinated or specifically provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work** The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in 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, 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. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the 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 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.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the 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 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. 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.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, 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.

§ 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. **Upon termination of this Agreement prior to completion of the Project, the Owner shall be permitted to continue to use the Instruments of Service solely for the completion of the Project, so long as the Owner employs similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. If the Architect is finally adjudged to have not been in default of this Agreement at the time the Owner terminates the Agreement, then the foregoing license shall be unaffected, but the Architect shall be entitled to payment by Owner of all of Architect's Termination Expenses, including without limitation, anticipated profits.**

§ 7.3.2 With regard to any Models as part of the Instruments of Service, they are provided for illustrative purposes only, and do not amend, supplement, or replace any Drawings, Contract Document, or Specification. The Owner fully releases, and agrees to indemnify, defend and hold harmless, the Architect, its agents, officers, and employees, and consultants, from any and all liability, including without limitation, damages, consequential damages, costs and attorney's fees that the Owner may incur as a result of its reliance on, or use of the information contained in any such Model.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than **4** years after the date of Substantial Completion of the Work **for claims relating to any breach of contract, and not more than two (2) years for any claim sounding in tort.** The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other 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.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement (**hereinafter in this §8.2, "Claim"**) shall be subject to **non-binding** mediation as a condition precedent to **any other form of binding dispute resolution, as provided herein.** If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve **Claims**, disputes and other matters in question between them by **non-binding** 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 **as provided herein**, 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 **the request for mediation**, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding (**as permitted herein**) is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation by a **non-jury trial** in a court of competent jurisdiction, **subject to §8.3.3.1 below**.

The Owner and Architect waive their rights to a trial by jury and agree that any Claim that is litigated shall be done so in the Court of Common Pleas of York County having jurisdiction over the parties and the subject matter and shall be by bench trial.

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

§ 8.3 Arbitration [Paragraph§8.3 and all subparagraphs intentionally deleted]

(Paragraphs deleted)

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

remaining services and the time schedules shall be equitably adjusted. **Architect may not suspend services for nonpayment of any fees in dispute during the pendency of any Claims brought by the Owner regarding such disputed fees.**

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

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

§ 9.4 Either party may terminate this Agreement upon not less than **fourteen** 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. **PROVIDED, however, that the defaulting party shall have fourteen (14) days from the date of such notice to cure any specifically noticed failure to substantially perform. If the cure of such material failure to perform cannot be completed within the such 14-day period, then so long as the defaulting party shall have undertaken a good faith effort to effect such cure, and such cure will be completed within a reasonable time after the good faith effort has been undertaken, then the other party shall not have the right to terminate this Agreement.**

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

For documented expenses

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

§ 9.8 **Intentionally deleted.**

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

ARTICLE 10 — MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the 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.

§ 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.

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

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

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

§ 10.6 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

§10.10 Tax Credits. The Project, or part or all of the Project or Work, may qualify for tax benefits arising from or related to the energy efficiency, energy efficiency rating, or energy efficiency score assigned to the Project or Work by the relevant taxing authority. These tax benefits include, without limitation, Internal Revenue Code §179.D and other federal, state or local tax benefits, as established by those authorities having jurisdiction over such benefits (hereinafter the "Tax Benefits."). These Tax Benefits may take various forms, including without limitation, accelerated depreciation for commercial, multifamily, and publically owned facilities. The Owner is unable to benefit from the Tax Benefits because it is a unit of local government and pays no taxes. However, the Owner is permitted to assign the Tax Benefits to the Architect as the designer of the features that result in increased energy efficiency and render the Tax Benefits available. The Owner agrees that because the Contractor is not the designer of the energy efficient features of the Project, the Owner shall not assign any Tax Benefit arising from or related to the Project, Work, or any part of the Project or Work to any Contractor or

subcontractor.

ARTICLE 11 COMPENSATION

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

1. **Maintenance Building:**
Fee for basic services: 5.75% of the final estimated cost of work approved by the School Board at the time of release of bid documents.

Civil engineering fee to be determined based upon issuance of RFP and selection of engineer by the school board.
2. **Spring Grove Area High School and Elementary School Access Drives:**
Scope of work and fee to be determined
3. **The Owner, upon approval and as assigned by the School Board, may authorize the Architect to provide architectural services on various projects which will be addressed by amendment to this Agreement.**

(Paragraphs deleted)

Fee(s) for any other project(s) approved and assigned by the School Board will be negotiated upon determination of project scope at the time the Owner proceeds with a project. Approved and assigned project(s) will be addressed in an Amendment to this Agreement

§ 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.)

A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Consultants shall be based on a multiple of ten percent (10%) the amounts billed by Consultants.

§ 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.)

A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Consultants shall be based on a multiple of ten percent (10%) the amounts billed by Consultants.

§ 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)

ten percent (10%).

§ 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	Twenty Five	percent (25	%)
Design Development Phase	Thirty Five	percent (35	%)
Construction Documents Phase	Twenty Five	percent (25	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Ten	percent (10	%)
<hr/>				
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 Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$280
Director	\$260
Senior Project Manager	\$165
Project Manager	\$145
Construction Administration Representative	\$150
Project Architect	\$135
Project Architectural Coordinator	\$125
Intern Architect	\$105
Interior Designer	\$110
Architectural Staff	\$ 65
Administration	\$ 90

§ 11.8 **Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 **Intentionally deleted;**
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots;
- .5 Postage, handling, and delivery;
- .6 **Intentionally deleted;**
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's **and 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 and Architect's** consultants;
- .9 **Intentionally deleted ;**
- .10 **Intentionally deleted ;**
- .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 **Project subscription to web-based construction administration service; and**
- .13 Other similar Project-related expenditures.

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

§ 11.9

(Paragraphs deleted)

Intentionally deleted:

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

10% Ten Percent per year

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

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

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 The Architect shall perform the services under this Agreement with the care and skill ordinarily used by members of the Architect's profession practicing under similar conditions at the same time and in the same locality. The Architect's total liability shall not exceed the amount paid on behalf of the Architect by their insurers in settlement or satisfaction of the Owner's claim under the terms and conditions of the Architect's professional insurance or policies applicable thereto.

§12.2 If the Owner for any reason fails to pay the undisputed portion of the Architect's invoice within 45 days of presentation, Architect shall have the right to cease work on the project and Owner shall waive any claim against Architect and shall defend and indemnify Architect from and against any claims for injury or loss stemming from Architect's cessation of service. Owner shall also pay Architect the cost associated with premature project demobilization. In the event the project is remobilized, the Owner shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by the Owner, the Owner shall notify the Architect within twenty (20) days of receipt of the bill in questions, and Owner and Architect shall work together to resolve the matter within sixty (60) days of it being called to the Architect's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with the conditions indicated in the Termination clause.

§12.3 In order to complete the Owner's Requested Supplemental Services as identified in §4.1 of this Agreement, the Owner recognizes the Architect must retain the services of consultants (hereinafter the "Owner's Consultants") who will provide the Owner Requested Supplemental Services.

- .1 The Owner agrees to pay for the Owner Requested Supplemental Services at the rates set forth in §11.2 hereof.**

Init.

- .2 The Owner expressly acknowledges that the Architect assumes no liability whatsoever for any work or service performed by the Owner's Consultants, including any and all general, special or consequential damages caused by or resulting directly or indirectly from any act or omission of whatever nature by the Owner's Consultant.
- .3 As additional consideration for providing the Owner Requested Supplemental Services, Owner expressly agrees to release the Architect from any and all damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultant. Owner further agrees not to seek reimbursement from the Architect for any damages or costs Owner incurs as a result of any act or omission by the Owner's Consultant.
- .4 The Architect hereby assigns to Owner any and all rights and claims of any nature whatsoever against each and every Owner's Consultant that may arise out of, from, or as a result of any services provided by any such Owner's Consultant in connection with the above referenced project. Provided, however, that the Architect reserves the right to participate in any action against an Owner's Consultant to the extent that the Architect suffers any actual harm as a result of any act or omission on the part of any Owner's Consultant.
- .5 Owner agrees that no arbitration or litigation will be instituted against the Architect to recover any damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultant. To the extent that the Owner should seek to join the Architect in any such proceeding, the Architect shall be entitled to be immediately released from such proceeding, and the Owner shall pay all of the Architect's costs, including reasonable attorney's fees, incurred in enforcing this provision.
- .6 Notwithstanding any other language contained herein, Architect reserves the right to decline to retain any Owner's Consultant if, in the Architect's sole discretion, the Architect's retention of any such Consultant will expose the Architect to any potential liability whatsoever. Should the Architect make such a determination regarding any such Owner's Consultant, the Architect will nevertheless retain such Owner's Consultant if the Owner agrees in writing to fully indemnify the Architect from and against any and all claims or damages that may arise against the Architect as a result of the retention of the Owner's Consultant.

§12.4 BUILDING INFORMATION MODEL (BIM)

§12.4.1 Definition: A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project. "Building Information Modeling" means the process and technology used to create the Model.

§12.4.2 Level of Development: The Level(s) of Development (LOD) describes the level of completeness to which the Model is developed.

§12.4.3 Coordination and Conflicts: Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the discovering party shall promptly notify the Model Author(s). Upon such notification, the Model Author(s) shall act promptly to mitigate the conflict.

§12.4.4 Model Ownership: In contributing content to the Model, the Model Author does not convey any ownership right in the content provided or in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent Model Author's and Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Model for another purpose.

§12.4.5 Model Management: The Architect will manage the Model from the inception of the Project.

§12.5 BUILDING INFORMATION MODEL (BIM) – LEVELS OF DEVELOPMENT (LOD)

§12.5.1 LOD 100

§12.5.1.1 Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

§12.5.2 LOD 200

§12.5.2.1 Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.5.3. LOD 300

§12.5.3.1 Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.5.3.2 Authorized Uses

§12.5.3.2.1 Analysis. The purpose of the Model to be generated for this Project is to assist in identifying and resolving building element conflicts and during the design phase.

§12.5.3.2.2. Authorized Uses. Upon Project delivery to the Owner, the Model will be provided to, and may be used by the Owner for their purposes in using, maintaining, altering or adding to the Project in the future. The Model is not intended and shall not be used for estimating, bidding or shop drawing and other construction-related purposes.

§12.7 GRANT APPLICATIONS – DISCLAIMER OF LIABILITY AND INDEMNITY AGAINST COSTS

§12.6.1 In the event the Owner intends, as a part of the Project, to apply for one or more grants from one or more governmental or private entities in an effort to secure all or a portion of the funding necessary to complete the Project, Owner has requested that Architect cooperate with and assist the Owner or Owner's agents as the Owner applies for such grants. Architect has agreed to cooperate with and assist the Owner in such processes.

§12.6.2 Owner acknowledges that whether the Owner qualifies for any grant is not dependent on the skill, knowledge, or expertise of the Architect or the professional services Architect provides to Owner. Owner also acknowledges that the Architect's scope of work and professional services provided to Owner do not include any representations regarding whether Owner qualifies for any grant. Owner acknowledges that Architect has made no representations or warranties whatsoever regarding Owner's ability to secure any grant from any entity whatsoever.

§12.6.3 Owner acknowledges that Architect assumes no liability whatsoever that may arise from or be related to the award or denial of any grant for which the owner applies. Architect hereby disclaims any liability, and any and all warranties, express or implied, regarding owner's qualification for any grant whatsoever. Owner agrees to indemnify and hold architect harmless from and against all damages, including without limitation, attorneys' fees and costs, arising out of or related to any claim based on owner's application for, or receipt or denial of, any grant. Should owner or any agent of owner name architect as a defendant or respondent in any litigation, arbitration or mediation relative to the owner's receipt of or failure to receive any grant, owner shall pay all architect's costs incurred in defending such action, including without limitation, all architect's attorneys' fees.

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** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Not applicable

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

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

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

Spring Grove Area School District

Crabtree, Rohrbaugh & Associates

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

James B. Haines, AIA – Director of Contract
Administration

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

ATTEST:

G. Douglas Rohrbaugh, Secretary