

**BILL NO. S-16-07-04**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

AN ORDINANCE approving PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT - RIVERFRONT DEVELOPMENT - PHASE I between DESIGN COLLABORATIVE, INC. (\$1,710,000.00) and the City of Fort Wayne, Indiana, in connection with the Board of Park Commissioners.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT - RIVERFRONT DEVELOPMENT - PHASE I by and between DESIGN COLLABORATIVE, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Park Commissioners, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the completion of Design Development, Construction documents, and Construction Administration for Phase One of Riverfront Development on the north and south banks of the St. Marys River, between the Wells Street Bridge and the Harrison Street Bridge:

involving a total cost of ONE MILLION, SEVEN HUNDRED TEN THOUSAND AND 00/100 DOLLARS - (\$1,710,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Carol Helton, City Attorney

# MEMORANDUM

**To:** City Council Members, City of Fort Wayne  
**From:** Al Moll  
**CC:** File  
**Subject:** Riverfront Design Contract  
**Date:** July 6, 2016

The Fort Wayne Parks and Recreation Department is requesting approval for a contract with Design Collaborative, Inc.. The contract is for the completion of Design Development, Construction Documents, and Construction Administration for Phase One of Riverfront Development on the north and south banks of the St. Marys River, between the Wells Street Bridge and the Harrison Street Bridge. Work includes but is not limited to the preparation of Design Development and Construction Document drawings, including facilitation of project meetings, permitting with regulatory agencies, cost estimating, branding, signage and wayfinding, website design and development, and project renderings. Work also includes Construction Administration, acting in the owner's interest with the General Contractor once the project is bid out and awarded. (see Exhibit A – Riverworks Scope Description)

Total fee for this work is \$1,710,000.00

Funding for this project is coming from previously committed Legacy Funds.

We respectfully request your approval of this contract so that we may proceed with the work. If you have any questions, please feel free to contact me at 427-6001.

Thank you in advance.



**AIA<sup>®</sup>**

# Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of July in the year Two Thousand Sixteen  
(In words, indicate day, month and year.)

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

Board of Park Commissioners  
City of Fort Wayne  
705 E. State Blvd  
Fort Wayne, IN 46805

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

Design Collaborative, Inc.  
200 East Main Street, Suite 600  
Fort Wayne, IN 46802

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

Riverfront Development – Phase II  
Fort Wayne, IN

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.

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User Notes:

(1785485134)

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

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

See Exhibit A, Agreement for Architecture, Landscape Architecture, and Engineering Design Services for Phase I Riverfront Development.

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

.1 Commencement of construction date:

To Be Determined, Estimated Spring/Summer 2017

.2 Substantial Completion date:

To Be Determined, Estimated Summer 2018

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

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User Notes:

(1785485134)

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 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 to compromise the Architect's professional judgment with respect to this Project.

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

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

*(Paragraphs deleted)*

See attached Exhibit C.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (SEE EXHIBIT A FOR ADDITIONAL SCOPE DESCRIPTION)

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

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

§ 3.1.2 The 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 the accuracy and completeness 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 made without the Architect's approval.

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

§ 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.

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## § 3.2 SCHEMATIC DESIGN PHASE SERVICES (COMPLETED UNDER SEPARATE CONTRACT)

*(Paragraphs deleted)*

### § 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 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 BIDDING OR NEGOTIATION 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

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

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

### § 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

### § 3.6 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 4.3, 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 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

§ 3.6.3.3 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any construction means, methods,

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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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to 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 authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, 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 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

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

| Additional Services   | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 4.2 below or in an exhibit<br>attached to this document and<br>identified below) |
|-----------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <i>(Rows deleted)</i> |                                                            |                                                                                                                              |
|                       |                                                            |                                                                                                                              |

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

See Exhibit A

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

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

*(Paragraphs deleted)*

#### 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

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Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the 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 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 but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 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 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 maintain professional liability insurance as appropriate to the services provided.

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

§ 5.8 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.

§ 5.9 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.

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

§ 5.11 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.

§ 5.12 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.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and 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 A201-2007, 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 shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other (Specify)

### § 8.3 ARBITRATION

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

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

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

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

### § 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

## 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative 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 seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

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

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and 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.

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User Notes:

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§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

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

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

Lump sum of \$1,710,000 per Exhibit A (includes \$107,000 not to exceed allowance for reimbursables).

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

Hourly, or as agreed for scope of services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

Hourly, or as agreed for scope of services.

§ 11.4 Compensation for 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 ten percent ( 10 %), or as otherwise stated below:

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

|                              |           |
|------------------------------|-----------|
| Schematic Design Phase       | N/A       |
| Design Development Phase     | \$588,000 |
| Construction Documents Phase | \$640,000 |
| Bidding or Negotiation Phase | \$42,000  |
| Construction Phase           | \$440,000 |

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|                          |             |
|--------------------------|-------------|
| Total Basic Compensation | \$1,710,000 |
|--------------------------|-------------|

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

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

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

See Exhibit B

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

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES (\$107,000 NOT-TO-EXCEED ALLOWANCE INCLUDED IN LUMP SUM)

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

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

§ 11.8.2 For Reimbursable Expenses (beyond those listed above and on Exhibit A) the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no mark-up.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (\$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.

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

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1 ½ % / month

§ 11.10.3 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.

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

See Exhibit A

#### 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 Owner and Architect.

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

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:  
N/A
- 3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

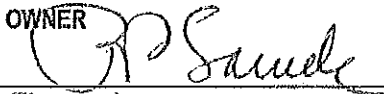
Exhibit A – Agreement & Scope Descriptions

Exhibit B – Billing Rates

Exhibit C – Certificate of Insurance

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

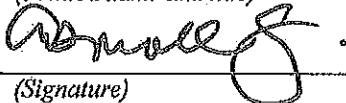
OWNER



*(Signature)*

Richard Samek, President  
Board of Park Commissioners  
City of Fort Wayne-

*(Printed name and title)*



*(Signature)*

Al Moll, Executive Director  
Board of Park Commissioners  
City of Fort Wayne-

*(Printed name and title)*

ARCHITECT



*(Signature)*

Ronald K. Dick, Principal, AIA, LEED® AP

Ronald K. Dick, Principle, Registered Architect

*(Printed name and title)*

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July 1, 2016

**Riverworks Design Group  
Hourly Rates**
**Design Collaborative  
2016 Hourly Rates**

| <u>Position</u>     | <u>2016</u> |
|---------------------|-------------|
| Principal II        | \$185       |
| Principal I         | \$160       |
| Architect- Level 6  | \$160       |
| Architect- Level 5  | \$140       |
| Architect- Level 4  | \$125       |
| Architect- Level 3  | \$112       |
| Architect- Level 2  | \$100       |
| Architect- Level 1  | \$ 85       |
| Engineer- Level 6   | \$170       |
| Engineer- Level 5   | \$155       |
| Engineer- Level 4   | \$140       |
| Engineer- Level 3   | \$125       |
| Engineer- Level 2   | \$115       |
| Engineer- Level 1   | \$100       |
| Job Captain         | \$140       |
| CAD Tech- Level 3   | \$ 90       |
| CAD Tech- Level 2   | \$ 80       |
| CAD Tech- Level 1   | \$ 70       |
| Intern - Engineer 4 | \$ 80       |
| Intern - Engineer 3 | \$ 70       |
| Intern - Arch 2     | \$ 65       |
| Intern - Arch 1     | \$ 55       |
| Clerical            | \$ 65       |

**Engineering Resources  
2016 Hourly Rates**

| <u>Position</u>             | <u>2016</u> |
|-----------------------------|-------------|
| Senior Engineer             | \$127       |
| Project Engineer            | \$105       |
| Design Engineer             | \$ 90       |
| Design Document preparation | \$ 75       |
| Construction Administration | \$ 75       |
| Clerical                    | \$ 65       |

**Hoch Associates  
2016 Hourly Rates**

| <u>Position</u>       | <u>2016</u> |
|-----------------------|-------------|
| Principal             | \$191       |
| Architect             | \$125       |
| Engineer              | \$122       |
| Project Manager       | \$122       |
| Drafting              | \$ 95       |
| Structural Engineer   | \$122       |
| Office Administration | \$ 85       |
| Intern                | \$ 50       |

**Forum Studio  
2016 Hourly Rates**

| <u>Position</u>        | <u>2016</u> |
|------------------------|-------------|
| Senior Principal       | \$325       |
| Principal              | \$225       |
| Associate Principal    | \$195       |
| Landscape Architect    | \$150       |
| Project Manager        | \$150       |
| Illustrator            | \$140       |
| Project Architect      | \$135       |
| Project Designer       | \$135       |
| Architectural Tech I   | \$ 95       |
| Architectural Tech II  | \$ 85       |
| Architectural Tech III | \$ 75       |
| Urban Designer         | \$ 75       |
| Graphic Designer       | \$ 75       |
| Clerical               | \$ 60       |

**American Structurepoint  
2016 Hourly Rates**

| <u>Position</u>                                | <u>2016</u> |
|------------------------------------------------|-------------|
| Principal Engineer                             | \$215       |
| Senior Project Manager                         | \$170       |
| Project Manager                                | \$165       |
| Senior Architect, Engineer, Scientist, Planner | \$155       |
| Tech/CAD Tech/Drafter                          | \$100       |
| Researcher                                     | \$ 90       |
| Environmental Researcher                       | \$ 75       |
| Permit Coordinator                             | \$ 85       |



## EXHIBIT C

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                               |                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Walker & Associates<br>7364 E. Washington Street<br><br>Indianapolis IN 46219     | CONTACT NAME: Peggy Armour<br>PHONE (A/C, No, Ext): (317) 353-8000<br>FAX (A/C, No): (317) 351-7149<br>E-MAIL: peggy@walkeragency.com<br>ADDRESS:<br><br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: RLI Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| INSURED<br>Design Collaborative Inc.<br>200 E. Main St., Suite 600<br><br>Fort Wayne IN 46802 | NAIC #                                                                                                                                                                                                                                                                                           |

## COVERAGES

CERTIFICATE NUMBER: CL157205480

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PSB0002023    | 2/14/2015               | 2/14/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                         |           |          | PSB0002023    | 2/14/2015               | 2/14/2016               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |           |          | PSE0001555 *  | 2/14/2015               | 2/14/2016               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                      |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br>N  | N/A      | PSW0001786    | 2/14/2015               | 2/14/2016               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |
| A        | PROFESSIONAL LIABILITY<br>(claims-made form)                                                                                                                                                                                                                                                                        |           |          | RDP0020838    | 7/5/2015                | 7/5/2016                | Each Claim Limit 2,000,000<br>Aggregate Limit 2,000,000                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\* Umbrella liability does NOT extend over professional liability.

The certificate holder is listed as Additional Insured with respects to General Liability and Umbrella coverage shown when agreed by contract or agreement. General Liability and Umbrella coverage are provided on a primary, non-contributory basis. General Liability and Workers Compensation include blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Wayne  
200 E. Berry St.  
Fort Wayne, IN 46802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peggy Armour/PMA

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July 1, 2016

## **EXHIBIT A- SCOPE AGREEMENT**

### **FOR: ARCHITECTURE, LANDSCAPE ARCHITECTURE AND ENGINEERING DESIGN SERVICES for PHASE I RIVERFRONT DEVELOPMENT**

**Agreement between:**

**Board of Park Commissioners, City of Fort Wayne  
and Design Collaborative, Inc.**

**Design Collaborative, Inc.** is pleased to submit this updated proposal to the **Board of Park Commissioners and the City of Fort Wayne** for Architecture, Landscape Architecture and Engineering Design Services for the Phase I Riverfront Development, which consists of approximately 15 acres of land and water on both sides the St. Mary's River between Harrison Street and N. Wells Street in Fort Wayne, Indiana. Design Collaborative, Inc., a Sub-S Corporation in Indiana is the legal contract holder for this project, with all rights and responsibilities implied. The Exhibits contained herein are attachments to the AIA B101 Agreement between the **Board of Park Commissioners and Design Collaborative, Inc.**

**Riverworks Design Group (RDG)** is the non-binding name given to the consultant partners on this project including contract-holder Design Collaborative and design sub-consultants Forum Studio Group, Hoch Associates, Engineering Resources and American Structurepoint. One Lucky Guitar and Lynchpin Creative are also key branding, communication and marketing sub-consultants on the RDG team. The following outline references the team as Riverworks Design Group (RDG) in the description of scope, with the understanding that Design Collaborative, Inc. is the contract holder.

## **PROJECT UNDERSTANDING**

Riverworks Design Group (RDG) is approaching the Phase I Riverfront Development project as an opportunity to collaborate with the Board of Park Commissioners and the City of Fort Wayne to arrive at an iconic riverfront that will help to transform the city and the region. Our consultant team is committed to work with the Park Department and the City to develop the design and documentation in a way that leverages the strengths of the environment and produces a successful implementation of the built product.

RDG proposes six (6) component design stages with specific deliverables in each stage. Each of these stages will allow for input from the Commissioners, the Parks and Recreation Department, other internal City departments, as well as periodic engagement and communication with the Community. The anticipated overall time frame duration for the design and documentation process (Components 1-4), is 48 to 60 weeks, not including City stakeholder review times. The anticipated stages of the Project are listed below. Component 1 and 2 are to be complete 7/31/16 under the previous agreement dated 1/27/16.

- Component 1: Project Pre-Design/ Due Diligence- Completed under previous agreement**
- Component 2: Conceptual/ Schematic Design- Completed under previous agreement**
- Component 3: Design Development**
- Component 4: Construction Documents**
- Component 5: Project Bidding/ Pre-Construction**
- Component 6: Construction Administration**

## DESIGN STAGES, TASKS AND DELIVERABLES

### Component 1: Project Pre-Design/ Due Diligence (Complete under previous agreement)

This stage of the project developed the investigations, assessments and critical research to support later planning and design decisions.

### Component 2: Conceptual/ Schematic Design (Complete 7/31/16 under previous agreement)

This stage of the project explored various concepts for the overall development of the initial development site, and RDG built consensus with the City to arrive at a final schematic design solution for the Phase I Riverfront Development project. This final schematic design solution also provided for a preliminary cost estimate and overall project budget for the further development of the project.

### Component 3: Design Development (12 to 16 weeks)

This stage of the project will provide further development of the final schematic design solution and the approved project budget for the Phase I Riverfront Development Project. The RDG team will explore and advance the technical, aesthetic and material solutions for the Project. The overall project budget will be confirmed for the final design development solution. RDG anticipates this component stage to require 12 to 16 weeks. Below are the specific tasks and deliverables for this stage.

#### 3.1 General Administrative Tasks

- a. Collaboration and meetings- RDG will continue to lead weekly meetings with the Owner representatives and the design team and provide monthly updates to the City and Park Department representatives.
- b. RDG will continue the communication plan established in the Component 1&2 stages of the project.
- c. Client review period- RDG will plan for a 2-3 week review period at the end of the Design Development stage, providing revisions for a final draft.
- d. Project deliverables for this stage of the project will include the following. These deliverables are also **bolded** in the text of this document.
  - o **Meeting minutes**
  - o **Design Development design documents and report**
  - o **Promotional renderings (8 total)**
  - o **Agency approvals report**
  - o **Updated cost estimate**
  - o **Updated design and construction schedule**
  - o **Branding, signage and wayfinding documents**
  - o **Brand video and rollout recommendations**
  - o **Website design and development**
  - o **Merchandising design and development**
  - o **Advertising and strategic marketing plan**

#### 3.2 Urban Design/ Landscape Architecture

- a. Based on the approved schematic plans, the design team will prepare **developed site plans, utility plans, grading plans, landscape plans, details, sketches and base plans** to illustrate the developed design concepts for the project.
- b. The RDG team will provide **section cuts, sketch renderings** and other imagery to convey the design intent of the aesthetics of the project design solutions.
- c. The RDG team will provide site amenity details, product descriptions, landscape product descriptions, hardscape product descriptions for all areas of the project site.

- 3.3 Architecture
  - a. Utilizing the approved schematic plan, the RDG team will develop **floor plans, ceiling plans, interior elevations, exterior elevations and selected renderings** of any building structure on the project site. This is to include the park pavilion, shade structures, elevated decks and platforms. These building plans will include mechanical and electrical layouts.
- 3.4 Structural Design
  - a. The RDG structural team will prepare **structural layouts** for the site architectural facilities including foundation and framing plans. The structural design team will also coordinate any bridge and street design activity with City and County Engineering entities, although full engineering studies are not included in this component stage of the project. Street/ roadway design development will be communicated and coordinated with the respective City departments.
- 3.5 River Ecological Design
  - a. The RDG team will further develop the **conceptual plan** to optimize ecological functions at the site, to be integrated with storm water and green infrastructure opportunities. The design development plan will look to incorporate regenerative design components with other conceptual designs.
- 3.6 Hydraulic and Hydrological Analysis
  - a. The design team will finalize river regulatory model to understand limits of construction within the floodway, and understand the potential for mitigation. RDG will produce alternatives for the **finalized design development solution**.
  - b. The design team will create an **updated hydraulic model based** on design development solutions in accordance with Indiana hydraulic modeling guidelines. The team will look at alternative solutions and prepare a summary report of the modeling and results. The RDG team will communicate the process throughout the study for agency submissions and approvals.
- 3.7 Stormwater Management and Infrastructure
  - a. The RDG team will provide a **design development plan** for stormwater distribution and management, communicating throughout the design process with the City's Stormwater Utility Department. The team will provide alternatives for cost effective solutions, including alternatives that provide limited impact on the environment.
- 3.8 Utility Design
  - a. The RDG team will coordinate all design development utility information with the project development plan, and communicate design intent throughout with the Fort Wayne City Utilities Engineering staff. These **design development plans** will also be coordinated with the 3RPort project.
- 3.9 Specialty Lighting
  - a. Utilizing programming information from the previous stage, the design team will provide sketch concepts for specialty lighting, a/v requirements, wi-fi access, special event power & lighting and other multi-media opportunities on the site. These concepts will be outlined and detailed in the final **design development package**.
- 3.10 Cost Estimating and Constructability
  - a. Throughout the design development process, the team will **update construction cost estimates** for all design concepts in order to provide for timely decision making throughout this stage.
  - b. As a part of the final design development package, a **detailed cost estimate** will be provided, outlining unit for all improvements to the site. Breakouts will be identified for alternatives discovered in the planning process.

### 3.11 Branding, Signage and Wayfinding

- a. Building on the “Creative brand platform” established in schematic design, the RDG team will begin the process of implementing the comprehensive brand identity. RDG will provide details for implementing the **comprehensive design package** of the Riverfront Fort Wayne logo system.
- b. RDG will continue to develop **wayfinding sign system**, adhering to the brand standards for Riverfront Fort Wayne. Detail design development documents will be created to describe the final signage solutions.
- c. The RDG design team will continue to refine the **design graphics** that will be applied to the Riverfront Fort Wayne website and social media accounts. (Facebook, Twitter, Instagram)

### 3.12 Communications Planning

- a. The RDG design team will develop an **updated website** for Riverfront Fort Wayne, including a plan for the continued maintenance of the website.
- b. The design team will make recommendations for a **strategic marketing plan and initial advertising campaign** for the Phase I Riverfront development.
- c. The RDG design team will make recommendations for **merchandising design** that will supplement the efforts in the marketing and advertising campaigns.
- d. The design team will provide for **video productions** that will supplement the efforts in the marketing and advertising campaigns.

### 3.13 Economic Planning

- a. The RDG design team will work with the Owner and selected consultant to review the overall potential financial developments in and around the project site and Riverfront development areas. These efforts will be coordinated around the final design development solution.

## Component 4: Construction Documents (16 to 20 weeks)

This stage of the project will provide for the development of the final contract documents for the Phase I Riverfront Development Project. The RDG team will document and advance the technical, aesthetic and material solutions for the Project, with the anticipation of final agency approval submissions and contractor bid documents. The overall project budget will be confirmed for the final construction documents at 30%, 60% and 100% checkpoints. RDG anticipates this component stage to require 16 to 20 weeks. Below are the specific tasks and deliverables for this stage.

### 4.1 General Administrative Tasks

- a. Collaboration and meetings- RDG will continue to lead weekly meetings with the Owner representatives and the design team and provide monthly updates to the City and Park Department representatives.
- b. RDG will continue the communication plan established in the Component 1,2 & 3 stages of the project.
- c. Client review period- RDG will plan for a 2-3 week review period at the end of the Construction Document, providing revisions for the final bid documents.
- d. Project deliverables for this stage of the project will include the following. These deliverables are also **bolded** in the text of this document.
  - o **Meeting minutes**
  - o **Construction Documents and Specifications**
  - o **Agency approvals report**
  - o **Updated cost estimate (at 30%, 60% and 100% checkpoints)**
  - o **Updated design and construction schedule**
  - o **Branding, signage and wayfinding Construction Documents**

- **Website design and development**
  - **Merchandising design and development**
  - **Advertising and strategic marketing plan**
- 4.2 Urban Design/ Landscape Architecture
  - a. Based on the approved design development plans, the design team will prepare final bid documents including **developed site plans, utility plans, grading plans, landscape plans, details, sketches and base plans** to illustrate to bidders the developed design concepts for the project.
  - b. The RDG team will provide final **section cuts, renderings** and other imagery to convey the design intent of the aesthetics of the project design solutions for final bidding.
  - c. The RDG team will provide site amenity details, product descriptions, landscape product descriptions, hardscape product descriptions for all areas of the project site for final bid documents.
  - d. The design team will provide final **specifications** for the bid packages.
- 4.3 Architecture
  - a. Utilizing the approved design development plans, the RDG team will develop construction bid documents consisting of **floor plans, ceiling plans, interior elevations, exterior elevations, wall sections and selected construction details** of any building structure on the project site. This is to include the park pavilion, shade structures, elevated decks and platforms. These building plans will include mechanical and electrical layouts.
- 4.4 Structural Design
  - a. The RDG structural team will prepare final **construction documents** for the site architectural facilities including foundation, framing plans and representative details. The structural design team will also coordinate any bridge and street design activity with City and County Engineering entities. Street/ roadway designs will be detailed through **construction documents** and communicated and coordinated with the respective City and County departments.
- 4.5 River Ecological Design
  - a. The RDG team will incorporate into the **construction documents** all plans to optimize ecological functions at the site.
- 4.6 Hydraulic and Hydrological Analysis
  - a. The design team will finalize river regulatory model and incorporate all final impacts and solutions into the **construction documents**.
  - b. The RDG team will communicate the final construction documents to the appropriate agencies and assist the Owner in acquiring final approvals for construction.
- 4.7 Stormwater Management and Infrastructure
  - a. The RDG team will provide all solutions of stormwater distribution and management in the final **construction documents**, communicating throughout the process with the City's Stormwater Utility Department.
- 4.8 Utility Design
  - a. The RDG team will communicate final utility information in the construction documents, and communicate design intent throughout with the Fort Wayne City Utilities Engineering staff. These **construction documents** will also be coordinated with the 3RPort project.
- 4.9 Specialty Lighting
  - a. The design team will provide final **construction documents** for specialty lighting, a/v requirements, wi-fi access, special event power & lighting and other multi-media opportunities on the site.

#### 4.10 Cost Estimating and Constructability

- a. Throughout the construction document, the team will **update construction cost estimates** for all design concepts in order to provide for timely decision making throughout this stage.

#### 4.11 Branding, Signage and Wayfinding

- a. RDG continue to provide details for implementing the **comprehensive design package** of the Riverfront Fort Wayne logo system.
- b. RDG will develop construction documents for the **wayfinding sign system**, adhering to the brand standards for Riverfront Fort Wayne.
- c. The RDG design team will continue to refine the **design graphics** that will be applied to the Riverfront Fort Wayne website and social media accounts. (Facebook, Twitter, Instagram)

#### 4.12 Communications Planning

- a. The RDG design team will continue the **updated website** for Riverfront Fort Wayne.
- b. The design team will follow up on the recommendations of the **strategic marketing plan and advertising campaign** for the Phase I Riverfront development.
- c. The RDG design team will follow up on the recommendations for **merchandising design** that will supplement the efforts in the marketing and advertising campaigns.
- d. The design team will continue to provide for **video productions** that will supplement the efforts in the marketing and advertising campaigns.

#### 4.13 Economic Planning

- a. The RDG design team will work with the Owner and selected consultant to review the overall potential financial developments in and around the project site and Riverfront development areas. These efforts will be coordinated around the final design development solution.

### **Component 5: Project Bidding/ Pre-Construction (4 to 6 weeks)**

This stage of the project will provide for the preparation, receipt and analysis of bids for the Phase I Riverfront Development Project. The RDG team will review and make recommendations for the preferred General Contractor, and assist in the development of final construction agreements. RDG anticipates this component stage to require 4 to 6 weeks. Specific tasks and deliverables are described in the AIA Document B101.

### **Component 6: Construction Administration (Time frame estimated at 12 to 14 months)**

This stage of the project will provide for the construction administration and observation of the implementation of the final contract documents for the Phase I Riverfront Development Project. The RDG team will work with the City's construction manager to oversee the construction implementation on the project site, reviewing work in place and communicating change directives throughout the process. The time frame for this component stage of the project is un-defined at this time and will be developed in the later stages of the design process. Specific tasks and deliverables are described in the AIA Document B101.

## **Project Exclusions and Additional Services (Component 7)**

The following are exclusions and potential additional services for the RDG team in the development of the Phase I Riverfront Development Project.

- 7.1 Renderings, models or animations beyond those listed
- 7.2 Art and/or artist consulting, Public Art or Sculpture design and engineering
- 7.3 Wetland & Environmental studies/ Remediation strategies
- 7.4 Traffic/ Transportation analysis
- 7.5 Soil Borings, Geotechnical design and engineering
- 7.6 Project site boundary and/ or Topographic survey
- 7.7 Associated fees for LEED/ Sustainable sites/ Similar rating systems
- 7.8 Building permit and Agency approvals fees
- 7.9 Extensive public engagement efforts beyond those listed
- 7.10 Extensive Cambray or Smurfit building feasibility studies
- 7.11 Harrison Street bridge or Wells Street bridge engineering

## **COMPENSATION & SCHEDULE SUMMARY**

### **Base Compensation**

Based on the scope, tasks, deliverables and schedule listed above, Riverworks Design Group shall be compensated for the Components 3 through 6 based on a lump sum fee in the amount of One million, Seven Hundred and Ten Thousand Dollars (\$1,710,000.00) This base compensation includes the reimbursable expense allowance of \$107,000.00. Reimbursable expenses (costs for physical models, additional renderings, animations, specialty consultants, travel, reproduction, postage) will be billed actual cost, not-to-exceed the \$107,000 allowance. Components 1&2 have been completed under the previous agreement. Following is a summary of this compensation and the anticipated project schedule for the remaining Components.

| <b>Component Design Stage</b>                  | <b>Fee (incl. Reimbursables)</b> | <b>Schedule</b>  |
|------------------------------------------------|----------------------------------|------------------|
| Component 1: Project Pre-Design/ Due Diligence | N/A                              | Complete         |
| Component 2: Conceptual/ Schematic Design      | N/A                              | Complete 7/31/16 |
| Component 3: Design Development                | \$588,000                        | 12 to 16 weeks   |
| Component 4: Construction Documents            | \$640,000                        | 16 to 20 weeks   |
| Component 5: Project Bidding/ Pre-Construction | \$42,000                         | 4 to 6 weeks     |
| Component 6: Construction Administration       | \$420,000                        | 12 to 14 months  |
| <b>TOTAL THIS AGREEMENT</b>                    | <b>\$1,710,000</b>               |                  |

**SITE PROJECT LIMITS** (within red boundary line)  
Approximately 15 acres



**EXHIBIT B**

July 1, 2016

**Riverworks Design Group  
Hourly Rates**
**Design Collaborative  
2016 Hourly Rates**

| <b>Position</b>     | <b>2016</b> |
|---------------------|-------------|
| Principal II        | \$185       |
| Principal I         | \$160       |
| Architect- Level 6  | \$160       |
| Architect- Level 5  | \$140       |
| Architect- Level 4  | \$125       |
| Architect- Level 3  | \$112       |
| Architect- Level 2  | \$100       |
| Architect- Level 1  | \$ 85       |
| Engineer- Level 6   | \$170       |
| Engineer- Level 5   | \$155       |
| Engineer- Level 4   | \$140       |
| Engineer- Level 3   | \$125       |
| Engineer- Level 2   | \$115       |
| Engineer- Level 1   | \$100       |
| Job Captain         | \$140       |
| CAD Tech- Level 3   | \$ 90       |
| CAD Tech- Level 2   | \$ 80       |
| CAD Tech- Level 1   | \$ 70       |
| Intern - Engineer 4 | \$ 80       |
| Intern - Engineer 3 | \$ 70       |
| Intern - Arch 2     | \$ 65       |
| Intern - Arch 1     | \$ 55       |
| Clerical            | \$ 65       |

**Engineering Resources  
2016 Hourly Rates**

| <b>Position</b>             | <b>2016</b> |
|-----------------------------|-------------|
| Senior Engineer             | \$127       |
| Project Engineer            | \$105       |
| Design Engineer             | \$ 90       |
| Design Document preparation | \$ 75       |
| Construction Administration | \$ 75       |
| Clerical                    | \$ 65       |

**Hoch Associates  
2016 Hourly Rates**

| <b>Position</b>       | <b>2016</b> |
|-----------------------|-------------|
| Principal             | \$191       |
| Architect             | \$125       |
| Engineer              | \$122       |
| Project Manager       | \$122       |
| Drafting              | \$ 95       |
| Structural Engineer   | \$122       |
| Office Administration | \$ 85       |
| Intern                | \$ 50       |

**Forum Studio  
2016 Hourly Rates**

| <b>Position</b>        | <b>2016</b> |
|------------------------|-------------|
| Senior Principal       | \$325       |
| Principal              | \$225       |
| Associate Principal    | \$195       |
| Landscape Architect    | \$150       |
| Project Manager        | \$150       |
| Illustrator            | \$140       |
| Project Architect      | \$135       |
| Project Designer       | \$135       |
| Architectural Tech I   | \$ 95       |
| Architectural Tech II  | \$ 85       |
| Architectural Tech III | \$ 75       |
| Urban Designer         | \$ 75       |
| Graphic Designer       | \$ 75       |
| Clerical               | \$ 60       |

**American Structurepoint  
2016 Hourly Rates**

| <b>Position</b>                                | <b>2016</b> |
|------------------------------------------------|-------------|
| Principal Engineer                             | \$215       |
| Senior Project Manager                         | \$170       |
| Project Manager                                | \$165       |
| Senior Architect, Engineer, Scientist, Planner | \$155       |
| Tech/CAD Tech/Drafter                          | \$100       |
| Researcher                                     | \$ 90       |
| Environmental Researcher                       | \$ 75       |
| Permit Coordinator                             | \$ 85       |



## EXHIBIT C

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                               |                                                                                                                                                                                                                                                             |                                         |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| PRODUCER<br>Walker & Associates<br>7364 E. Washington Street<br><br>Indianapolis IN 46219     | CONTACT NAME: Peggy Armour<br>PHONE (A/C, No, Ext): (317) 353-8000<br>E-MAIL: peggy@walkeragency.com<br>ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: RLI Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | FAX (A/C, No): (317) 351-7149<br>NAIC # |
| INSURED<br>Design Collaborative Inc.<br>200 E. Main St., Suite 600<br><br>Fort Wayne IN 46802 |                                                                                                                                                                                                                                                             |                                         |

## COVERAGES

CERTIFICATE NUMBER: CL157205480

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PSB0002023    | 2/14/2015               | 2/14/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                        |           |          | PSB0002023    | 2/14/2015               | 2/14/2016               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                       |           |          | PSE0001555 *  | 2/14/2015               | 2/14/2016               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                      |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N  | N/A      | PSW0001786    | 2/14/2015               | 2/14/2016               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |
| A        | PROFESSIONAL LIABILITY (claims-made form)                                                                                                                                                                                                                                                                          |           |          | RDP0020938    | 7/5/2015                | 7/5/2016                | Each Claim Limit 2,000,000<br>Aggregate Limit 2,000,000                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\* Umbrella liability does NOT extend over professional liability.

The certificate holder is listed as Additional Insured with respects to General Liability and Umbrella coverage shown when agreed by contract or agreement. General Liability and Umbrella coverage are provided on a primary, non-contributory basis. General Liability and Workers Compensation include blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Wayne  
200 E. Berry St.  
Fort Wayne, IN 46802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peggy Armour/PMA

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