



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 24 day of November in the year 2015  
*(In words, indicate day, month and year.)*

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

City of Norman, Oklahoma  
201 W. Gray Street  
Norman, Oklahoma 73069

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

Meyer, Scherer & Rockcastle, Ltd  
710 South 2nd Street, 8th Floor  
Minneapolis, MN 55401  
Telephone Number: (612) 375-0336  
Fax Number: (612) 342-2216

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

Norman Central Branch Library  
82,000 GSF Library

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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### 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 attached:

Exhibit A – Initial Information

Exhibit B – Standard Hourly Rate Schedule

Exhibit C – Schedule of Additional Services

Exhibit D – AIA Document B253 – 2007, Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

Exhibit E – Project Budget and Schedule of Professional Services Fees and Expenses

Exhibit F – LEED® Certification (B214™-2012)

Exhibit G – Project Schedule

§ 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:

December 05, 2016

.2 Substantial Completion date:

Init.

December 21, 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.

## 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. The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of projects of this type. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over 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.)*

.1 General Liability

\$1,000,000 each occurrence. \$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000 combined single limit.

.3 Workers' Compensation

\$500,000 each accident

.4 Professional Liability

\$2,000,000 per claim. \$2,000,000 aggregate

.5 The Architect shall require the structural engineer to maintain professional liability insurance (\$1,000,000 coverage limit); and the mechanical, electrical and civil engineers to each maintain professional liability insurance (\$500,000 coverage limit). All such insurance shall be primary insurance without right of contribution by any insurance carried by the Owner and shall be maintained for a minimum period of three (3) years following substantial completion or earlier termination of this Agreement.

Init.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 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 Schedule for Architect's services as shown in Exhibit G: The schedule initially includes anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes 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.

### **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall prepare the estimate of the Cost of the Work. The Owner and the Architect will work collaboratively to ensure that the Cost of the Work conforms to the Project Budget as defined in Exhibit E.

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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 will update the estimate of the Cost of the Work and inform the Owner of any adjustments that are required. The Owner and the Architect will work collaboratively to ensure that the Cost of the Work conforms to the Project Budget as defined in Exhibit E.

§ 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.

§ 3.3.4 The Architect will update the estimate of the Cost of the Work and inform the Owner of any adjustments that are required. The Owner and the Architect will work collaboratively to ensure that the Cost of the Work conforms to the Project Budget as defined in Exhibit E.

### § 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 will update the estimate of the Cost of the Work and inform the Owner of any adjustments that are required. The Owner and the Architect will work collaboratively to ensure that the Cost of the Work conforms to the Project Budget as defined in Exhibit E.

§ 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;
- .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.

*(Paragraphs deleted)*

§ 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. If the modifications of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services.

§ 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 at the later of the issuance of a Certificate of

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Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

### **§ 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 shall reject Work which does not conform to the Contract Documents unless the owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming Work shall be charged to the Contractor and deducted from the Contract Price. 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, 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 (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Architect	Exhibit C
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect	Exhibit C
§ 4.1.6 Building Information Modeling (E202™–2008)	NP	
§ 4.1.7 Civil engineering	Architect	Provided as Basic Service
§ 4.1.8 Landscape design	Architect	Provided as Basic Service
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	Provided as Basic Service
§ 4.1.10 Value Analysis (B204™–2007)	NP	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit C
§ 4.1.12 On-site Project Representation (B207™–2008)	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	NP	
§ 4.1.15 As-Constructed Record drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™–2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Architect	Exhibit C
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22 Commissioning (B211™–2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™–2012)	Architect	Exhibit C / B214-2012
§ 4.1.25 Fast-track design services	NP	

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§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	Exhibit C / B253-2007
§ 4.1.28	Additional on-site observation	Architect	Exhibit C

§ 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 C – Description of Initial Additional Services

§ 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 or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.3.2, 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.

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

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

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after the date of Substantial Completion of the Work or issuance of a Certificate of Occupancy, if required.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Four (24) visits to the site by the Architect over the duration of the Project during Construction. As an initial additional service as described in Exhibit C, the Owner has authorized an additional allowance of an amount not exceeding \$124,800.00 to be used over the course of the construction to provide additional site visits.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty ( 40 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

*(Paragraph deleted)*

§ 5.3 The Owner's Designated Representative identified in Exhibit A shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend the Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. 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. The Owner acknowledges that the Pioneer Library System will provide for the staff and services for the Project after Final Completion. As such, the Owner acknowledges that the Pioneer Library System be integral in the planning of the project. The Owner and the Pioneer Library System will, under a separate Memorandum of Understanding (MOU), establish the roles and responsibilities of all parties. This MOU will be provided to the Architect within thirty (30) days of the execution of this contract. The Architect will be entitled to rely on this document during the execution of this Owner-Architect agreement.

§ 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. The Owner shall also provide a survey of the site including but not limited to all site boundaries, the limits and floor elevations of existing structures, setbacks, easements, vegetation, utilities both above and below grade and other information necessary and relevant to the design of the building and the site. The site survey shall include all adjacent public rights-of-way and within seventy-five (75) feet of all adjacent private property.

§ 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. The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect.

§ 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 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.

§ 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 work at the conclusion of the Construction Documents Phase Services is exceeded by the Architect's estimate for the Cost of the Work, the owner shall:

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. 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 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

*(Paragraphs deleted)*

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## § 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 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.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the 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

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the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Service becomes permanent and irrevocable.

§ 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 the Owner's non-exclusive license to use the Instruments of Service becomes permanent and irrevocable.

*(Paragraph deleted)*

§ 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. The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 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.

§ 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 In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

## 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 two million eight hundred forty three thousand three hundred and thirty four dollars and no cents (\$2,843,334.00)

§ 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.)

4.1.1 Programming		\$45,000.00
4.1.5 Site Evaluation and Planning -- Senior Center		\$6,200.00
4.1.7 Civil engineering		Basic Service
4.1.8 Landscape design		Basic Service
4.1.9 Architectural Interior Design (B252™-2007)		Basic Service
4.1.11 Detailed Cost Estimating		\$37,000.00
4.1.19 Coordination of Owner's consultants		Basic Service
4.1.20 Audio/Visual and data design		\$70,000.00
4.1.24 LEED	Cost not to exceed of	\$70,000.00
4.1.27 FFE Professional Services		\$267,894.00
4.1.28 Additional on-site observation		\$124,800.00

§ 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 a negotiated sum as agreed between Owner and Architect at the time such Additional Service is approved.

§ 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	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The 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 attached Exhibit B, Standard Hourly Rate Schedule

Init.



**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1 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 All taxes levied on reimbursable expenses;
- .10 Site office expenses when approved in writing by the Owner; and
- .11 Other similar Project-related expenditures.

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

**§ 11.8.3** An estimated amount of \$191,816 has been established in the Owner's Project Budget for reimbursable expenses. The Owner and the Architect will review the reimbursable expenses at the conclusion of each phase of the work to determine the adequacy of this budget. If requested the architect will provide the Owner with an estimated total for reimbursable expenses.

**§ 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:

Licensing fee shall be equal to one percent (1%) of the total compensation paid to the Architect through the date of termination.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

*(Paragraph deleted)*

**§ 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 forty-five ( 45 ) days after the invoice date shall bear interest at

*(Paragraphs deleted)*

a rate equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never to exceed 10% per annum.

**§ 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:

### § 12.1 Risk Allocation Disclaimer

The Owner and the Architect have discussed their risks, rewards, and benefits for the project and the Architect's total fee for services. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities, or costs to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, and employees against all damages, liabilities, or costs to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Owner is legally liable. Neither the Owner, nor the Architect, shall be obligated to indemnify the other in any matter whatsoever for the other party's fault.

### § 12.2 Indemnification for Pollution Disclaimer

It is acknowledged by the Owner that the Architect's scope of services does not include services relating to the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any governmental or regulatory directive or request for the testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization of any pollutants.

### § 12.3 Repetitive Stress Disclaimer

It is acknowledged by the Owner that the Architect's scope of services does not include services relating to the selection of office-type equipment, including but not limited to computers, video display terminals, and keyboards, nor relating to the ergonomic effects associated with the use of such equipment.

### § 12.4 ADA Disclaimer

The Architect will exercise its best professional effort to interpret the Americans with Disabilities Act (ADA) and the ADA Accessibility Guidelines (ADAAG) in place as of the date of this Agreement. The scope of services provided by the Architect is limited to the requirements of Titles II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measures may be "readily achievable", nor can the Architect determine the priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from its financial and legal counsel.

## 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:
- .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 – Initial Information

Exhibit B – Standard Hourly Rate Schedule

Exhibit C – Schedule of Additional Services

Exhibit D – AIA Document B253 – 2007, Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

Exhibit E – Project Budget and Schedule of Professional Services Fees and Expenses

Exhibit F – LEED® Certification (B214™–2012)

Init.

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

(Table deleted)

### § 13.3 Signatures

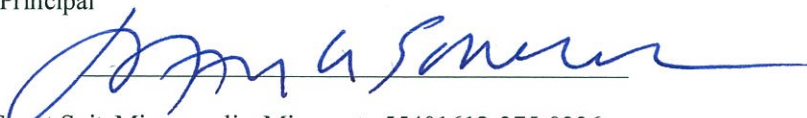
IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ARCHITECT: MEYER, SCHERER & ROCKCASTLE, LTD

AUTHORIZED

Jeffrey A. Scherer, Principal

Signed:



710 South Second Street Suite Minneapolis, Minnesota 55401 612-375-0336

OWNER: CITY OF NORMAN

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the City of Norman this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

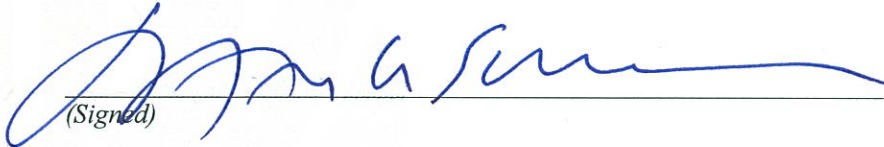
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joshua Stowers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:31:36 on 11/18/2015 under Order No. 9334362499\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

PRINCIPAL  
(Title)

11 / 24 / 2015  
(Dated)

## Exhibit A B103-2007 Central Library Initial Information

1. This contract is based on the Master Plan and Concept Design prepared for the Pioneer Library System (PLS) by the Architect under separate contract with the City of Norman. It is dated November 14, 2014 and contains all related information for scope of the work including service goals for the PLS. A copy of this full report has been provided to all parties and is made, by reference, part of this agreement. The project budget in the Owner-Architect agreement has been adjusted to reflect the amount included in the public referendum.
2. The Architect's representatives are:
  - a. Principal in Charge: Matthew Kruntorad, AIA; responsible for project leadership
  - b. Founding Principal: Jeffrey A Scherer, FAIA; responsible for ensuring the design conforms to the Master Plan and the requirements of PLS.
3. The Owner's representatives are:
  - a. Steve Lewis, City Manager
  - b. Program Manager for the City of Norman. To be determined. at a later date
4. The Pioneer Library System will operate the library under a separate agreement between them and the City of Norman. The Architect will work cooperatively with PLS to ensure that the library project conforms to their overall operational requirements. The Architect and Owner acknowledge that the City of Norman is the Owner of the Project. They also acknowledge their understanding that the PLS will be an integral part of the project to ensure that the operational and service needs of the PLS are met. The representatives from the Pioneer Library System are:
  - a. Lisa Wells, PLS Assistant Director, project representative for the Pioneer Library System, responsible for coordinating reviews by PLS staff and communication with the Architect and Owner.
  - b. Caroline Dulworth, Norman Central Branch Manager, project representative for the Central Branch, responsible for reviewing staffing and services considerations for the branches.
  - c. Anne Masters, Pioneer Library System Director, Pioneer Board project representative and liaison for community partnerships.

**Exhibit B Standard Hourly Rate Schedule**

<b>Last Name</b>	<b>FY15 Hourly Rate</b>	<b>FY16 Hourly Rate</b>
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**Principals**

Kruntorad	\$ 177.50	\$ 185.00
Lesneski	\$ 177.50	\$ 185.00
Mellblom	\$ 177.50	\$ 185.00
Meyer	\$ 183.75	\$ 185.00
Poling	\$ 199.00	\$ 205.00
Rockcastle	\$ 188.75	\$ 188.75
Scherer	\$ 209.00	\$ 209.00
Stowers	\$ 185.75	\$ 195.00

**Architects**

Amel	\$ 122.50	\$ 126.00
Edelstein	\$ 98.25	\$ 99.00
Ewert	\$ 122.50	\$ 130.00
Klein	\$ 116.00	\$ 116.00
Lee	\$ 103.50	\$ 121.00
Michaud	\$ 105.50	\$ 121.00
Pfaeffle	\$ 174.00	\$ 174.00
Sapienza	\$ 122.50	\$ 126.00
Vercruysse D	\$ 127.25	\$ 130.00
Vercruysse K	\$ 104.75	\$ 121.00

**Interns**

Aspenson	\$ 98.25	\$ 116.00
Bellairs	\$ 174.00	\$ 174.00
Cain	\$ 115.25	\$ 121.00
Dikhanov	\$ 60.00	\$ 65.00
Frahm	\$ 63.75	\$ 65.00
Haller	\$ 92.00	\$ 93.00
Karr	\$ 85.00	\$ 93.00
Kopp	\$ 78.50	\$ 79.00
Larsen	\$ 129.50	\$ 130.00
Lynch	\$ 98.25	\$ 99.00

<b>Last Name</b>	<b>FY15 Hourly Rate</b>	<b>FY16 Hourly Rate</b>
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**Interns**

MacPherson	\$ 129.50	\$ 130.00
Martin	\$ 87.50	\$ 93.00
Meyer, Martin	\$ 80.00	\$ 86.00
Schwarz	\$ 85.00	\$ 86.00
Wallin	\$ 116.00	\$ 116.00
Winden	\$ 95.75	\$ 116.00
Wingate	\$ 90.00	\$ 93.00

**Interior Designers**

Foster	\$ 92.50	\$ 99.00
Kelchen	\$ 86.00	\$ 86.00
Larson, L.	\$ 124.75	\$ 126.00
Maus	\$ 63.75	\$ 65.00
McCracken	\$ 63.75	\$ 65.00
Ribnick	\$ 87.50	\$ 93.00
Schoessler Lynn	\$ 129.25	\$ 130.00

**Administration**

Cholensky	\$ 116.00	\$ 117.50
Connoy	\$ 98.75	\$ 99.75
Franzwa	\$ 174.00	\$ 174.00
Nash	\$ 109.25	\$ 111.00
Nelson	\$ 95.75	\$ 97.00

**Student Assistants**

Clausen	\$ 50.00	\$ 50.00
Hanson	\$ 50.00	\$ 50.00
Hong	\$ 50.00	\$ 50.00
Lewis	\$ 50.00	\$ 50.00
Noh	\$ 50.00	\$ 50.00
Spronk	\$ 50.00	\$ 50.00
Svensden	\$ 50.00	\$ 50.00

## Exhibit C B103-2007 Central Library Description of Initial Additional Services

	Item	Fee
4.1.1	Programming	
	Prepare and provide a detailed building program as per the attached Work Plan entitled Exhibit C Item 4.1.1	\$45,000
4.1.5	Site Evaluation and Planning	\$6,200
	Prepare and evaluate a site-fit analysis for the Senior Center. This work involves the study of how to locate a 21,000 gross square foot Senior Center, along with 100 on-site parking spaces, as described in the Space Study/Senior Center report prepared by The McKinney Partnership with the sub-consultant Lifespan Design Studio of Cincinnati, Ohio. The Scope of Work includes an analysis of how to accommodate for bus drop-off service. This document has been provided to the Architect and is made, by reference, a part of the Agreement. The Architect is not engaged, at this time to study the physical design of the Senior Center. This Additional Service includes one public meeting. The Owner can choose the number of sites to be studied. The initial Additional Service includes the study of one site adjacent to the Central Library.	
4.1.11	Detail Cost Estimating	\$37,000
	The Architect, through an independent consultant, will provide a detailed cost estimate at the Concept Phase, Design Development phase and an update at the 75% Construction Documents phase.	
4.1.20	Telecommunications, audio/visual and data design.	\$70,000
4.1.24	LEED Certification as per attached Agreement B214-2007	\$70,000
4.1.27	Furniture, Furnishings, Signage and Equipment Design as per attached Agreement B253-2007	\$297,660
4.1.28	Additional on-site observation	
	In addition to the Basic Services as described in Article 3.6, Construction Phase Services, the Owner has requested that the Architect provide additional on-site observation. This provision includes 12 additional hours per week for 104 weeks.	\$191,816

## **Exhibit C 4.1.1 Programming Central Library**

### **Task 1: Review project history**

The consultant will review prior planning studies regarding the Norman Main library facility. He will

- prepare a summary of key planning parameters defined to date
- identify additional documentation needed for review
- prepare a preliminary list of items/topics for further study so as to focus the planning team's immediate energies.

### **Task 2: Review new documentation**

The consultant will review additional documentation supplied by the library in advance of the initial project site visit.

### **Task 3: Site visit #1 – programming kick-off**

During this site visit, the consultant will tour the existing Main library and West branch facilities to gain a baseline understanding of current conditions and operations.

He will explore with library administration and managers the degree to which existing operations can serve as a model for future needs and how those existing operations need to be changed or improved. Staff's preferences regarding the organization of space at each proposed facility into departments and functional areas will be discussed.

An important take-away for this site visit will be a broad understanding of the preferred organization of space at each facility into departments, rooms, and areas. This becomes the outline or framework for organizing and developing the program.

Overall resource and service inventory goals will be confirmed or adjusted as needed. The staff's initial preferences regarding deployment strategies for collections, technology and other key resources will be discussed as well.

### **Task 4: Define departments and functional areas**

Based on the consultant's current understanding of the library's operations and comments gathered during the preceding site visit, the consultant will prepare a draft list of departments and functional areas for the Main library and transmit it to the library for comment by staff and board.

### **Task 5: Initial allocation of library resources**

Based on the consultant's current understanding of the library's operations and comments gathered during the preceding site visit, the consultant will prepare an initial deployment of Main library resources into those departments and functional areas. This will be transmitted to the library for comment by staff and board. The library's management staff (and board?) will be asked to review this initial allocation along with the list of departments and functional areas, and provide commentary.

### **Task 6: Prepare building program outline and front matter**

A building program can be considered in two broad parts: an introductory section recording general parameters that should apply to the library's design, followed by an outline that details the environmental and spatial needs of each individual department and functional area in the expanded building. In this case, one version of the front matter will be developed, to be applied to each of the locations. In this step, the consultant will prepare that front matter. This will be conveyed to the library for review and comment.

### **Task 7: Site visit #2 – Main library program review**

This site visit will engage library administration and managers in a discussion of the respective programs-in-progress. The initial draft program for the Main library will be reviewed with library administration and managers. This site visit coincides with Task 8 in the East branch workplan.

### **Task 8: Prepare space needs workbook for the Main library**

Based on input received to date, the consultant will prepare an initial pass at the space needs workbook for the Main library. This will be conveyed to the library for review.

### **Task 9: Site visit #3 – Main library program review**

The purpose of this site visit will be to review the space needs workbook for the Main library with administration and managers. It will be important to identify any programmatic elements that may have been overlooked to date, as well as aspects that need to be corrected or changed. This corresponds with Task 10 in the East branch workplan.



## **Exhibit C 4.1.1 Programming Central Library (continued)**

**Task 10: Revise the workbook, prepare program narrative for the Main library**

Based on the discussions at the preceding site visit, the consultant will revise the Main library space needs workbook and prepare the completed draft of the program for the library. This will be conveyed to the library for review.

**Task 11: Site visit #4 – Main library program completion**

The purpose of this site visit is to review the almost-completed program for the Main library with administration and managers. A special focus will be the preferred adjacencies within the Main, assigning departments and functions to the building's various levels (assuming a multi-level building), and how individual areas on each level need to interrelate one to the other. Set aside time with trustees? With city?

**Task 12: Make final revisions to the Main library program**

The consultant will make final revisions to the Main library program, based on comments gathered during the preceding site visit. The completed final draft will be conveyed to the library.

**Task 13: Plan review (off-site)**

As the library proceeds to architectural implementation of the program, this task provides an allowance for the consulting librarian to continue to serve as a resource to the planning team, reviewing and commenting on plans-in-progress that the architect sends, interpreting the program as may be needed, responding to questions that may arise from the library director, staff or trustees relating to the project.

**Task 14: Plan review (on-site)**

An allowance is made for the consultant to make one post-program site visit for the purpose of participating in a design workshop conducted by the architect. We will coordinate with the library and MSR Design to determine when that opportunity for participation would be most productive.

## **Exhibit D**

**AIA Document B253 - 2007, Standard form of**

**Architect's Services:**

**Fixtures, Furnishings and Equipment Design**



# AIA<sup>®</sup> Document B253<sup>™</sup> – 2007

## ***Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design***

for the following **PROJECT**:

*(Name and location or address)*

Norman Central Branch  
Norman, OK

### **THE OWNER:**

*(Name, legal status and address)*

City of Norman Oklahoma  
201 W. Gray Street  
Norman, Oklahoma 73069

### **THE ARCHITECT:**

*(Name, legal status and address)*

Meyer, Scherer & Rockcastle, Ltd  
710 South 2nd Street, 8th Floor  
Minneapolis, MN 55401  
Telephone Number: (612) 375-0336  
Fax Number: (612) 342-2216

### **THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-fourth day of November in the year Two Thousand Fifteen .

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

### **TABLE OF ARTICLES**

- |   |  |
|---|--|
| 1 | <b>INITIAL INFORMATION</b>                           |
| 2 | <b>FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES</b> |
| 3 | <b>ADDITIONAL SERVICES</b>                           |
| 4 | <b>OWNER'S RESPONSIBILITIES</b>                      |
| 5 | <b>COMPENSATION</b>                                  |
| 6 | <b>SPECIAL TERMS AND CONDITIONS</b>                  |

### **ARTICLE 1 INITIAL INFORMATION**

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

### **ADDITIONS AND DELETIONS:**

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

## **ARTICLE 2 FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES**

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture, Furnishings and Equipment Design Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture, Furnishings and Equipment Design Services.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

### **§ 2.5 PROGRAMMING PHASE SERVICES**

§ 2.5.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture, furnishings and equipment requirements.

§ 2.5.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 2.5.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture, furnishings and equipment requirements.

§ 2.5.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.5.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.

§ 2.5.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

### **§ 2.6 PRELIMINARY SELECTION & DESIGN PHASE SERVICES**

§ 2.6.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.

§ 2.6.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.

§ 2.6.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

### **§ 2.7 FINAL SELECTION & DESIGN PHASE**

§ 2.7.1 Based on the approved Preliminary Selection Phase, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 2.7.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.7.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.7.4 The Architect shall illustrate the design character of the Graphics and Signage Design. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

## § 2.8 CONTRACT DOCUMENTS PHASE SERVICES

§ 2.8.1 Based on the approved Final Selection drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project. Scope of work in Contract Documents includes Graphics and Signage Design.

§ 2.8.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

## § 2.9 QUOTATION PHASE SERVICES

§ 2.9.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, furnishings, equipment, graphics and signage.

§ 2.9.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.9.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.9.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.9.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, furnishings, equipment, graphics and signage on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

## § 2.10 FURNITURE, FURNISHINGS AND EQUIPMENT CONTRACT ADMINISTRATION PHASE SERVICES

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, furnishings, equipment, graphics and signage only as set forth below and in AIA Document A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 2.10.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.10.3 The Architect shall review and approve or take other appropriate action upon a Vendor'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.

§ 2.10.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.10.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

§ 2.10.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation 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. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Furniture, Furnishings and Equipment Design Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

*(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 3.2 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Measured Drawings	NP	
§ 3.1.2 Existing FF&E Inventory	NP	
§ 3.1.3 Valuations/Appraisals of Existing FF&E	NP	
§ 3.1.4 Special Studies and Surveys	NP	
§ 3.1.5 Graphics & Signage Design	Architect	Included in Basic Services
§ 3.1.6 Art Selection and/or Procurement	NP	
§ 3.1.7 Special Consultants	NP	
§ 3.1.8 Studies Related to Future FF&E	NP	
§ 3.1.9 Detailed Cost Estimates	Architect	Included in Basic Services
§ 3.1.10 Detailed Quotation Review	Architect	Included in Basic Services
§ 3.1.11 Receive/Inspect/Accept/Reject Furniture	Architect	Included in Basic Services
§ 3.1.12 Post-Occupancy Evaluations	Architect	Included in Basic Services
§ 3.1.13 Operating Cost Analysis	NP	
§ 3.1.14 Extending Services after Project Completion	Architect	Included in Basic Services
§ 3.1.15 Reviewing Extensive Number of Claims	NP	
§ 3.1.16 Vendor Default Services	NP	
§ 3.1.17 Damage Replacement Consulting	NP	
§ 3.1.18 Public or Legal Proceedings Activities	NP	
§ 3.1.19 On-Site Project Representation (B207™–2008)	NP	

### § 3.2 DESCRIPTIONS OF ADDITIONAL SERVICES

*(Insert a description of each service in Section 3.1 the Architect shall provide if not further described in an exhibit attached to this document.)*

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the landlord. The Owner shall provide information contained in the lease or landlord correspondence relevant to the Project.

§ 4.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 6.

§ 4.3 The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Furniture, Furnishings and Equipment Services described under Article 2, the Owner shall compensate the Architect as follows:

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

Lump Sum of Two Hundred Sixty Seven Thousand Eight Hundred Ninety Four dollars and no cents (\$267,894.00) as an Additional Service as outlined in Paragraph 11.2 to the Basic Services Agreement.

§ 5.2 For Additional Services provided under Section 3.1, 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 to a pre-agreed maximum

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

§ 5.4 Where compensation for the Architect's 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:

*(Insert additional phases as appropriate.)*

Preliminary Selection Phase	zero	percent (	10	%)
Schematic Design Phase	ten	percent (	15	%)
Final Selection Phase	twenty five	percent (	20	%)
Contract Documents Phase	twenty five	percent (	21	%)
Quotation Phase	ten	percent (	10	%)
Furniture, Furnishings and Equipment Contract	twenty five	percent (	20	%)
Administration Phase				
Post-Occupancy Phase	four		4	
Total Compensation	one hundred	percent (	100	%)

§ 5.5 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not provided or installed, 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 5.4 based on

(1) the lowest bona fide quotation, or (2) if no such quotation 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.

## **ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Furniture, Furnishings & Equipment Design, if any, are as follows:

### **12.1 Risk Allocation Disclaimer**

The Owner and the Architect have discussed their risks, rewards, and benefits for the project and the Architect's total fee for services. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities, or costs to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, and employees against all damages, liabilities, or costs to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Owner is legally liable. Neither the Owner, nor the Architect, shall be obligated to indemnify the other in any matter whatsoever for the other party's fault.

### **12.2 Indemnification for Pollution Disclaimer**

In consideration of the unavailability of professional liability insurance from services relating to or arising out of or associated in any way with the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any governmental or regulatory directive or request for testing, monitoring, clean up, removal, containment, treatment, detoxify or neutralize pollutants, it is expressly agreed between the Owner and Architect that the Owner shall indemnify and hold harmless the Architect, its consultants, agents, and employees from and against all claims, including claims of employees of the Owner, any Contractor and Subcontractors, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys, court costs, and the costs relating to arbitration fees, and costs relating to government or regulatory directives or requests arising out of or related in any way to "pollution" by any party involved with the project and regardless of whether the claims or damages are based on Contract, tort, including negligence, strict liability, warranty, or otherwise. "Pollutants" is defined as any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to mold, smoke vapor, soot, fumes, acids, alkalis, chemicals, and waste. The Architect will not be asked to evaluate or review any information regarding pollutants.

### **12.3 Repetitive Stress Disclaimer**

It is acknowledged by the Owner that the Architect's scope of services does not include services relating to the selection of office-type equipment, including but not limited to computers, video display terminals, and keyboards, nor relating to the ergonomic effects associated with the use of such equipment. Accordingly, the Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by Law, to indemnify and hold harmless the Architect, and its principals, officers, directors, employees, agents, and independent consultants and any of them from all claims, suits, demands, liabilities, losses or costs, including reasonable attorney's fees and defense costs, arising out of the use of office-type equipment, including but not limited to computers, video display terminals, and keyboards, or for those resulting from cumulative trauma disorder, repetitive stress injuries or any adverse ergonomic effects associated with the use of such equipment.

### **12.4 ADA Disclaimer**

The Architect will exercise its best professional effort to interpret the Americans with Disabilities Act (ADA) and the ADA Accessibility Guidelines (ADAAG) in place as of the date of this Agreement. The scope of services provided by the Architect is limited to the requirements of Titles II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measures may be "readily achievable", nor can the Architect determine the priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from its financial and legal counsel.



# Additions and Deletions Report for

AIA<sup>®</sup> Document B253<sup>™</sup> – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:10 on 11/18/2015.

## PAGE 1

Norman Central Branch  
Norman, OK

...

City of Norman Oklahoma  
201 W. Gray Street  
Norman, Oklahoma 73069

...

Meyer, Scherer & Rockcastle, Ltd  
710 South 2nd Street, 8th Floor  
Minneapolis, MN 55401  
Telephone Number: (612) 375-0336  
Fax Number: (612) 342-2216

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-fourth day of November in the year Two Thousand Fifteen.

## PAGE 2

### ~~§ 2.6 SCHEMATIC DESIGN PHASE SERVICES~~PRELIMINARY SELECTION & DESIGN PHASE SERVICES

...

### ~~§ 2.7 DESIGN DEVELOPMENT PHASE SERVICES~~FINAL SELECTION & DESIGN PHASE

~~§ 2.7.1~~ Based on the approved ~~Schematic Design~~, Preliminary Selection Phase, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

## PAGE 3

~~§ 2.7.4~~ The Architect shall illustrate the design character of the Graphics and Signage Design. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

~~§ 2.8.1~~ Based on the approved ~~Design Development-Final Selection~~ drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project. Scope of work in Contract Documents includes Graphics and Signage Design.

...

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, ~~furnishings and equipment~~, furnishings, equipment, graphics and signage.

...

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, ~~furnishings and equipment~~, furnishings, equipment, graphics and signage on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

...

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, ~~furnishings and equipment~~, furnishings, equipment, graphics and signage only as set forth below and in AIA Document A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

#### PAGE 4

§ 3.1.1	Measured Drawings	<u>NP</u>	
§ 3.1.2	Existing FF&E Inventory	<u>NP</u>	
§ 3.1.3	Valuations/Appraisals of Existing FF&E	<u>NP</u>	
§ 3.1.4	Special Studies and Surveys	<u>NP</u>	
§ 3.1.5	Graphics & Signage Design	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.6	Art Selection and/or Procurement	<u>NP</u>	
§ 3.1.7	Special Consultants	<u>NP</u>	
§ 3.1.8	Studies Related to Future FF&E	<u>NP</u>	
§ 3.1.9	Detailed Cost Estimates	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.10	Detailed Quotation Review	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.11	Receive/Inspect/Accept/Reject Furniture	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.12	Post-Occupancy Evaluations	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.13	Operating Cost Analysis	<u>NP</u>	
§ 3.1.14	Extending Services after Project Completion	<u>Architect</u>	<u>Included in Basic Services</u>
§ 3.1.15	Reviewing Extensive Number of Claims	<u>NP</u>	
§ 3.1.16	Vendor Default Services	<u>NP</u>	
§ 3.1.17	Damage Replacement Consulting	<u>NP</u>	
§ 3.1.18	Public or Legal Proceedings Activities	<u>NP</u>	
§ 3.1.19	On-Site Project Representation (B207™–2008)	<u>NP</u>	

#### PAGE 5

Lump Sum of Two Hundred Sixty Seven Thousand Eight Hundred Ninety Four dollars and no cents (\$267,894.00) as an Additional Service as outlined in Paragraph 11.2 to the Basic Services Agreement.

...

Hourly to a pre-agreed maximum

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

...

<u>Programming-Preliminary</u>	<u>zero</u>	percent (	<u>10</u>	%)
<u>Selection Phase</u>				
<u>Schematic Design Phase</u>	<u>ten</u>	percent (	<u>15</u>	%)
<u>Design-Development-Final</u>	<u>twenty five</u>	percent (	<u>20</u>	%)
<u>Selection Phase</u>				
<u>Contract Documents Phase</u>	<u>twenty five</u>	percent (	<u>21</u>	%)
<u>Quotation Phase</u>	<u>ten</u>	percent (	<u>10</u>	%)
<u>Furniture, Furnishings and</u>	<u>twenty five</u>	percent (	<u>20</u>	%)
<u>Equipment Contract</u>				
<u>Administration Phase</u>				
<u>Post-Occupancy Phase</u>	<u>four</u>		<u>4</u>	

## PAGE 6

### 12.1 Risk Allocation Disclaimer

The Owner and the Architect have discussed their risks, rewards, and benefits for the project and the Architect's total fee for services. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities, or costs to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, and employees against all damages, liabilities, or costs to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Owner is legally liable. Neither the Owner, nor the Architect, shall be obligated to indemnify the other in any matter whatsoever for the other party's fault.

### 12.2 Indemnification for Pollution Disclaimer

In consideration of the unavailability of professional liability insurance from services relating to or arising out of or associated in any way with the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any governmental or regulatory directive or request for testing, monitoring, clean up, removal, containment, treatment, detoxify or neutralize pollutants, it is expressly agreed between the Owner and Architect that the Owner shall indemnify and hold harmless the Architect, its consultants, agents, and employees from and against all claims, including claims of employees of the Owner, any Contractor and Subcontractors, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys, court costs, and the costs relating to arbitration fees, and costs relating to government or regulatory directives or requests arising out of or related in any way to "pollution" by any party involved with the project and regardless of whether the claims or damages are based on Contract, tort, including negligence, strict liability, warranty, or otherwise. "Pollutants" is defined as any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to mold, smoke vapor, soot, fumes, acids, alkalis, chemicals, and waste. The Architect will not be asked to evaluate or review any information regarding pollutants.

### 12.3 Repetitive Stress Disclaimer

It is acknowledged by the Owner that the Architect's scope of services does not include services relating to the selection of office-type equipment, including but not limited to computers, video display terminals, and keyboards, nor relating to the ergonomic effects associated with the use of such equipment. Accordingly, the Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by Law, to indemnify and hold harmless the Architect, and its principals, officers, directors, employees, agents, and independent consultants and any of them from all claims, suits, demands, liabilities, losses or costs, including reasonable attorney's fees and defense costs, arising out of the use of office-type equipment, including but not limited to computers, video display terminals, and keyboards, or for those resulting from cumulative trauma disorder, repetitive stress injuries or any adverse ergonomic effects associated with the use of such equipment.

### 12.4 ADA Disclaimer

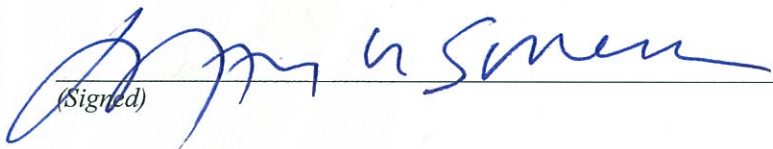
The Architect will exercise its best professional effort to interpret the Americans with Disabilities Act (ADA) and the ADA Accessibility Guidelines (ADAAG) in place as of the date of this Agreement. The scope of services

provided by the Architect is limited to the requirements of Titles II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measures may be "readily achievable", nor can the Architect determine the priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from its financial and legal counsel.

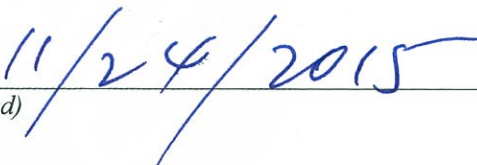
## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Joshua Stowers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:10 on 11/18/2015 under Order No. 9334362499\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B253™ – 2007, Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

  
(Title)

  
(Dated)

**Exhibit E.I B103-2007 Central Library Project Budget**

<b>PROJECT BUDGET</b>		<b>Central Library</b>		
<b>Item</b>		<b>82,000</b>		<b>\$/ SF</b>
1	Site Development	\$2,556,604	6.39%	\$31.18
2	Building Construction	\$24,640,000	61.57%	\$300.49
3	Contingency for Construction & Market Conditions	\$2,700,000	6.75%	\$32.93
4	Bonds and Insurance	\$386,000	0.96%	\$4.71
5	Contractor's Fee	\$1,310,000	3.27%	\$15.98
6	<b>Subtotal of Probable Cost for Construction from Master Plan</b>	<b>\$31,592,604</b>	<b>78.94%</b>	<b>\$385.28</b>
7	<b>Total for Furnishings, Fixtures and Signage</b>	<b>\$2,976,600</b>	<b>7.44%</b>	<b>\$36.30</b>
8	Basic Services Professional Services (9% of line 6)	\$2,843,334	7.10%	\$34.67
9	<i>Initial Additional Services</i>			\$0.00
4.1.1	Programming	\$45,000	0.11%	\$0.55
4.1.5	Senior Center Site Analysis	\$6,200	0.02%	\$0.08
4.1.1.1	Detailed cost estimating	\$37,000	0.09%	\$0.45
4.1.20	Telecommunications/data/AV design	\$70,000	0.17%	\$0.00
4.1.24	LEED certification	\$70,000	0.17%	\$0.85
4.1.27	Furniture, Furnishings, Signage and Equipment Design (10% of line 7)	\$297,660	0.74%	\$3.63
4.1.28	Additional on-site observation (12 hours per week for 104 weeks)	\$124,800	0.31%	\$1.52
10	Reimbursable Expenses for Professional Services	\$191,816	0.48%	\$2.34
11	<b>Subtotal for Professional Services and Initial Additional Services</b>	<b>\$3,685,810</b>	<b>9.21%</b>	<b>\$44.95</b>
12	Site Technical Reports	\$30,000	0.07%	\$0.37
13	Building and Site Related City/State Fees and Permits (including LEED application fees)	\$175,000	0.44%	\$2.13
14	Moving Costs (Allowance-final cost based on bidding)	\$60,000	0.15%	\$0.73
15	Land Acquisition	\$1,500,000	3.75%	\$18.29
16	<b>Subtotal for Owner Expenses</b>	<b>\$1,765,000</b>	<b>4.41%</b>	<b>\$21.52</b>
17	<b>Project Budget</b>	<b>\$40,020,014</b>	<b>100.00%</b>	<b>\$488.05</b>

## Exhibit E.2 B103-2007 Central Library Professional Services

Article	Services	Fee	%
1	Basic Services Professional Services	\$2,843,334	77.14%
2	<i>Initial Additional Services</i>		
3	4.1.1 Programming	\$45,000	1.22%
4	4.1.5 Senior Center Site Analysis	\$6,200	0.17%
5	4.1.11 Detailed cost estimating	\$37,000	1.00%
6	4.1.20 Telecommunications/data/AV design	\$70,000	1.90%
7	4.1.24 LEED certification	\$70,000	1.90%
8	4.1.27 Furniture, Furnishings, Signage and Equipment Design	\$297,660	8.08%
9	4.1.28 Additional on-site observation (12 hours per week for 104 weeks)	\$124,800	3.39%
10	Reimbursable Expenses for Professional Services	\$191,816	5.20%
11	<b>Total Professional Services and Initial Additional Services</b>	<b>\$3,685,810</b>	<b>100.00%</b>

## **Exhibit F**

**LEED Certification (B214-2012)**





# AIA<sup>®</sup> Document B214<sup>™</sup> – 2012

## Standard Form of Architect's Services: LEED<sup>®</sup> Certification

for the following **PROJECT**:  
(Name and location or address)

Norman Central Branch  
Norman, OK

**THE OWNER:**  
(Name, legal status and address)

City of Norman, Oklahoma  
201 W. Gray Street  
Norman, Oklahoma 73069

**THE ARCHITECT:**  
(Name, legal status and address)

Meyer, Scherer & Rockcastle, Ltd  
710 South 2nd Street, 8th Floor  
Minneapolis, MN 55401  
Telephone Number: (612) 375-0336  
Fax Number: (612) 342-2216

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-fourth day of November in the year Two Thousand Fifteen.  
(In words, indicate day, month and year.)

### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 LEED CERTIFICATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 MISCELLANEOUS PROVISIONS
- 7 SPECIAL TERMS AND CONDITIONS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including a list of the Owner's consultants and other conditions or assumptions, that will affect the Architect's performance.)

### ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

As for Article 1.1 B101-2007

§ 1.1.1 The Owner has established a goal for the Project to achieve Leadership in Energy and Environmental Design (LEED) Certification at the level set forth below:

*(List level of LEED Certification, e.g. Platinum, Gold, Silver, Certified.)*

Certified

under the following United States Green Building Council (USGBC) LEED Green Building Rating System and version:

*(List the LEED Green Building Rating System and applicable version targeted for the Project.)*

BD+C

§ 1.2 Check one box below to indicate whether the Architect is responsible, under the accompanying Owner-Architect Agreement, for preparation of the Contract Documents and submission of the necessary construction documents to the public authority having jurisdiction over the Project (the Prime Architect); or whether the Architect is not responsible for preparation of the Contract Documents under the accompanying Owner-Architect Agreement, and is providing services under this Standard Form of Architect's Services only as a LEED consultant to the Owner (LEED Consulting Architect):

☒ Prime Architect

☐ LEED Consulting Architect

If the Architect is performing the Architect's services as the Prime Architect, the Architect shall perform the services set forth in this Standard Form of Architect's Services but shall not perform the services described in Section 2.8. If the Architect is performing the Architect's services as the LEED Consulting Architect, the Architect shall perform the services set forth in this Standard Form of Architect's Services but shall not perform the services described in Section 2.7.

## ARTICLE 2 LEED CERTIFICATION SERVICES

§ 2.1 The Architect shall review applicable criteria for achieving the targeted level of LEED Certification identified in Section 1.1.1 and shall consult with the Owner with regard to such requirements. The Architect shall attend meetings during the Design and Construction Phases, communicate with members of the Project team, and issue progress reports as appropriate to coordinate the LEED Certification process for the Project.

§ 2.2 The Architect shall coordinate the LEED Certification Services provided by the Architect and the Architect's consultants 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 related to the LEED Certification of the Project.

### § 2.3 LEED Certification Agreements

The Architect shall provide the Owner with copies of all agreements required by the Green Building Certification Institute (GBCI) or the USGBC to register the Project and pursue the anticipated LEED Certification. The Owner and Architect will review the agreements, and confirm that the terms of those agreements are acceptable to the Owner, before the Architect performs the LEED Certification Services under this Article 2. The Owner agrees to execute all documents required by the GBCI or the USGBC to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing LEED Certification.

### § 2.4 LEED Workshop

No later than the conclusion of the Schematic Design Phase, the Architect shall conduct a LEED Workshop with the Owner and, as requested by the Architect, with the Owner's consultants and the Architect's consultants, during which the attendees will: review the LEED Green Building Rating System; examine LEED credits to be targeted,

Init.

utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED points associated with those credits; examine strategies for implementation of the targeted LEED credits; and discuss the potential impact of the targeted LEED credits on the Project schedule and Owner's program and budget.

## **§ 2.5 LEED Certification Plan**

**§ 2.5.1** Following the LEED Workshop, the Architect shall prepare a LEED Certification Plan based on the targeted LEED credits. The LEED Certification Plan shall consist of, at a minimum, the appropriate Green Building Rating System Project Checklist indicating the targeted LEED credits; the Owner's LEED Certification goal; information describing the Owner's, the Owner's consultants', the Contractor's and the Architect's responsibilities for each LEED credit; and a list of the LEED Documentation, as set forth in Section 2.6.2, required from each of them. The Architect shall submit the LEED Certification Plan to the Owner for the Owner's approval.

**§ 2.5.1.1** Following the Owner's approval of the LEED Certification Plan, the Architect shall provide the services specifically identified as the responsibility of the Architect in the LEED Certification Plan and any approved changes to the LEED Certification Plan. If the LEED Certification Plan requires the Architect to provide services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, those services shall be provided pursuant to Section 3.3.

**§ 2.5.2** Subject to Section 3.1 or Section 3.2, the Architect shall make adjustments to the LEED Certification Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner.

## **§ 2.6 Project Registration and Submission of LEED Documentation to the GBCI**

**§ 2.6.1** The Architect, as agent for the Owner, shall register the Project with the GBCI. Registration fees and any other fees charged by the GBCI, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to Section 5.4.

**§ 2.6.2** The Architect shall collect documentation, calculations and submittals necessary to meet the LEED Certification requirements (LEED Documentation) from the Owner, the Owner's consultants and the Contractor, and organize and manage the LEED Documentation as necessary for the LEED Certification process.

**§ 2.6.3** Subject to Section 3.1 or Section 3.2, and provided the Architect receives timely notice from the Owner or the GBCI, the Architect shall prepare and file necessary documentation with the GBCI to appeal a ruling or other interpretation denying a minimum program requirement, prerequisite, or credit or point necessary to achieve the LEED Certification.

**§ 2.6.4** Subject to Section 3.1 or Section 3.2, the Architect shall prepare and submit the LEED Certification Application for the Project to the GBCI, including any required supporting documentation, in accordance with the LEED Certification Plan.

**§ 2.6.5** Subject to Section 3.1 or Section 3.2, the Architect shall prepare responses to, and submit additional documentation required by, comments or questions received from the GBCI.

**§ 2.6.6** Any certification, declaration or affirmation the Architect makes to the GBCI shall not constitute a warranty or guarantee to the Owner or the Owner's contractors or consultants.

## **§ 2.7 Services Performed Only by the Prime Architect Pursuant to Section 1.2**

### **§ 2.7.1 LEED Certification Drawings and Specifications**

The Architect shall prepare Construction Documents that incorporate the requirements of the LEED Certification Plan, as appropriate.

**§ 2.7.2** In order to achieve LEED Certification, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine that the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on LEED Certification of the Project that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representation. The Owner will render a written decision regarding the use of such materials or equipment. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to

rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

### **§ 2.7.3 LEED Certification Services during Bidding or Negotiation**

**§ 2.7.3.1** The Architect shall conduct a pre-bid conference to receive questions regarding Bidding Documents related to LEED Certification.

**§ 2.7.3.2** The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents, related to LEED Certification, to all prospective bidders in the form of addenda.

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

**§ 2.7.3.4** The Architect shall assist the Owner with evaluating information in bids or proposals and determination of the successful bid or proposal, if any, related to LEED Certification.

### **§ 2.7.4 LEED Certification Services during Construction**

**§ 2.7.4.1** The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents, related to LEED Certification, that include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

**§ 2.7.4.2** The Architect shall prepare supplemental Drawings, Specifications and other information in response to requests for information by the Contractor related to LEED Certification.

**§ 2.7.4.3** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED Certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

**§ 2.7.4.4** Subject to Section 3.1, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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, 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.

**§ 2.7.4.5** The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination, without extensive investigation or preparation of additional drawings or specifications, whether the requested changes in the Work are materially different from the requirements of the LEED Certification Plan.

**§ 2.7.4.6** If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

**§ 2.8 Services Performed Only by the LEED Consulting Architect Pursuant to Section 1.2**

**§ 2.8.1 LEED Certification Drawings and Specifications**

The Architect shall review the Schematic Design Documents, Design Development Documents and Construction Documents, advise the Owner of potential impediments to the achievement of LEED Certification or targeted credits or points, and discuss remedial options with the Owner. The Architect shall not be responsible for discovering errors or omissions in the Schematic Design Documents, Design Development Documents and Construction Documents or violation of any applicable codes.

**§ 2.8.2 LEED Certification Services during Bidding or Negotiation**

**§ 2.8.2.1** The Architect, if requested by the Owner, shall attend a pre-bid conference, conducted by the Owner or the Owner's consultants, to receive questions regarding Bidding Documents related to LEED Certification.

**§ 2.8.2.2** The Architect shall assist the Owner and the Owner's consultants with providing clarifications and interpretations of the Bidding Documents related to LEED Certification.

**§ 2.8.2.3** The Architect shall assist the Owner and the Owner's consultants with review of substitutions related to LEED Certification, if the Bidding Documents permit substitutions.

**§ 2.8.2.4** The Architect shall assist the Owner and the Owner's consultants with evaluating information in bids or proposals related to LEED Certification.

**§ 2.8.3 LEED Certification Services during Construction**

**§ 2.8.3.1** The Architect shall assist the Owner and the Owner's consultants in reviewing requests by the Contractor for additional information about the Contract Documents related to LEED Certification.

**§ 2.8.3.2** The Architect shall provide advice and recommendations to the Owner and the Owner's consultants regarding supplemental Drawings, Specifications and other information that may be developed by the Owner and the Owner's consultants in response to requests for information by the Contractor related to LEED Certification.

**§ 2.8.3.3** Subject to Section 3.2, the Architect shall provide advice and recommendations to the Owner and Owner's consultants regarding the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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, techniques, sequences or procedures. The Architect's recommendations regarding a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 2.8.3.4** The Architect shall provide advice and recommendations to the Owner and the Owner's consultants regarding requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification.

**§ 2.8.3.5** If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

**§ 2.9 Project Completion**

**§ 2.9.1** For purposes of this Standard Form of Architect's Services, Substantial Completion shall be defined in accordance with AIA Document A201™–2007. Verification that the Project has achieved LEED Certification, or the actual achievement of LEED Certification, shall not be a condition precedent to the issuance of a Certificate of Substantial Completion.

§ 2.9.2 If the Architect's Service required under this Standard Form of Architect's Services have not been completed within ( ) months after the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services under this Standard Form of Architect's Services beyond that time shall be compensated as Additional Services.

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 If the Architect is performing its services as the Prime Architect, pursuant to Section 1.2, the Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 ( two ) adjustments to the LEED Certification Plan
- .2 2 ( two ) meetings during the Design and Construction Phases required to define, develop and incorporate the items included in the LEED Certification Plan into the Contract Documents
- .3 2 ( two ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor related to LEED Certification
- .4 2 ( two ) visits to the site by the Architect over the duration of the Project during construction, beyond those established in the Agreement, and specifically related to LEED Certification
- .5 2 ( two ) submittals to the USGBC/GBCI
- .6 2 ( two ) responses to the USGBC/GBCI's comments and questions
- .7 2 ( two ) appeals to the GBCI pursuant to Section 2.6.3

*(Paragraphs deleted)*

§ 3.3 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 Preparation of design and documentation, related to LEED Certification, for alternate bid or proposal requests proposed by the Owner;
- .2 LEED Certification 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;
- .3 Changing or editing previously prepared Instruments of Service, including the LEED Certification Plan, necessitated by changes in the requirements to achieve the LEED Certification goals established for the Project.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including system requirements and relationships, special equipment and site requirements.

§ 4.2 The Owner shall provide to the Architect any information requested by the Architect that is relevant and necessary for achievement of LEED Certification, including design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall provide 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 as necessary for the Architect to provide the LEED Certification Services.

§ 4.4 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the LEED Certification Services.

§ 4.5 Based on the Owner's approval of the LEED Certification Plan and any approved changes to the LEED Certification Plan, the Owner shall perform those items identified as the responsibility of the Owner in the LEED Certification Plan or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants perform the consultant's or contractor's services in accordance with the LEED Certification Plan.

§ 4.6 The Owner shall comply with the requirements of the USGBC or the GBCI as they relate to the Project both during construction and after completion of the Project.

§ 4.7 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the GBCI, or taking any other action determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded LEED Certification.

§ 4.8 Unless otherwise provided in the Agreement, or in Article 7 of this Standard Form of Architect's Services, the Owner shall provide an independent commissioning agent for the Project.

§ 4.9 The Owner shall advise the Architect of any proposed changes to the Project which may affect the LEED Certification Plan.

## ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's LEED Certification Services described under Article 2, the Owner shall compensate the Architect as follows:

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

| Hourly with a cost not to exceed of Seventy Thousand and no cents (\$70,000.00)

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Sections 3.1 or 3.2, and 3.3, the Owner shall compensate the Architect as follows:

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

| hourly with a pre-determined cost not to exceed

| § 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

| § 5.4 Upon incorporation of this Standard Form of Architect's Services as part of the Agreement, an initial payment to the Architect of Four Thousand Five Hundred Ninety dollars and no cents (\$ 4,590.00 ) shall be made for registration fees and other fees payable to the GBCI and necessary to achieve the LEED Certification. The Architect's payments to the GBCI shall be credited to the Owner's account at the time the expense is incurred.

## ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 In the event of a conflict between the terms of this Standard Form of Architect's Services and the terms of the accompanying Owner-Architect Agreement, the terms of this Standard Form of Architect's Services shall control.

§ 6.2 The Owner and Architect acknowledge that LEED Certification is awarded by an independent third party organization, and is dependent on factors beyond the Architect's control, such as the Owner's use and operation of the Project; the Work provided by the Contractor or the work or services provided by the Owner's other contractors or consultants; or interpretation of LEED credit requirements by the GBCI. Accordingly, the Architect does not warrant or guarantee that the Project will be granted LEED Certification.

§ 6.3 In addition to any other waiver of consequential damages in the accompanying Owner-Architect Agreement, the Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Standard Form of Architect's Services, including failure of the Project to achieve LEED Certification or the level of LEED Certification indicated in the LEED Certification Plan; failure to achieve one or more LEED credits or points; unachieved energy savings; unintended operational expenses; lost financial or tax incentives; or unachieved gains in worker productivity. Except as specifically provided in the Agreement, or in Article 7 of this Standard Form of Architect's Services, this mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.

§ 6.4 Solely for the purpose of obtaining or maintaining LEED Certification, the Architect grants the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the USGBC or the GBCI to comply with the requirements imposed by the USGBC or the GBCI and further grants the Owner a nonexclusive license to allow the USGBC or the GBCI to publish the Instruments of Service in accordance with the policies and agreements required by the USGBC or the GBCI. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Standard Form of Architect's Services. The license granted in this Section 6.4 is valid only if the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Agreement and this Standard Form of Architect's Services. If the Architect rightfully terminates the Agreement for cause, the license granted in this Section 6.4 shall terminate.

#### **ARTICLE 7 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: LEED® Certification, if any, are as follows:



# Additions and Deletions Report for AIA<sup>®</sup> Document B214<sup>™</sup> – 2012

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:07:37 on 11/18/2015.

## PAGE 1

Norman Central Branch  
Norman, OK

...

City of Norman, Oklahoma  
201 W. Gray Street  
Norman, Oklahoma 73069

...

Meyer, Scherer & Rockcastle, Ltd  
710 South 2nd Street, 8th Floor  
Minneapolis, MN 55401  
Telephone Number: (612) 375-0336  
Fax Number: (612) 342-2216

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-fourth day of November in the year Two Thousand Fifteen.

## PAGE 2

As for Article 1.1 B101-2007

...

Certified

...

BD+C

...

[ X ] Prime Architect

## PAGE 6

- .1 2 ( two ) adjustments to the LEED Certification Plan
- .2 2 ( two ) meetings during the Design and Construction Phases required to define, develop and incorporate the items included in the LEED Certification Plan into the Contract Documents

- .3 2 ( two ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor related to LEED Certification
- .4 2 ( two ) visits to the site by the Architect over the duration of the Project during construction, beyond those established in the Agreement, and specifically related to LEED Certification
- .5 2 ( two ) submittals to the USGBC/GBCI
- .6 2 ( two ) responses to the USGBC/GBCI's comments and questions
- .7 2 ( two ) appeals to the GBCI pursuant to Section 2.6.3

~~§ 3.2 If the Architect is performing its services as the LEED Consulting Architect, pursuant to Section 1.2, the Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~.1 ( ) adjustments to the LEED Certification Plan~~
- ~~.2 ( ) meetings during the Design and Construction Phases, required to define, develop and incorporate the items included in the LEED Certification Plan into the Contract Documents~~
- ~~.3 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor related to LEED Certification~~
- ~~.4 ( ) submittals to the USGBC/GBCI~~
- ~~.5 ( ) responses to the USGBC/GBCI's comments and questions~~
- ~~.6 ( ) appeals to the GBCI pursuant to Section 2.6.3~~

PAGE 7

Hourly with a cost not to exceed of Seventy Thousand and no cents (\$70,000.00)

...

hourly with a pre-determined cost not to exceed

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

...

§ 5.4 Upon incorporation of this Standard Form of Architect's Services as part of the Agreement, an initial payment to the Architect of Four Thousand Five Hundred Ninety dollars and no cents (\$ 4,590.00 ) shall be made for registration fees and other fees payable to the GBCI and necessary to achieve the LEED Certification. The Architect's payments to the GBCI shall be credited to the Owner's account at the time the expense is incurred.

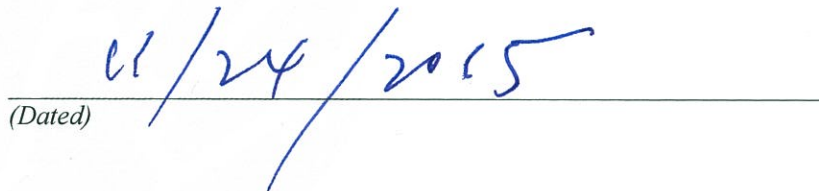
## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joshua Stowers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:07:37 on 11/18/2015 under Order No. 9334362499\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B214™ – 2012, Standard Form of Architect's Services: LEED® Certification, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

  
(Title)

  
(Dated)

## Exhibit G B103-2007 Central Library Project Schedule

Central Branch		
Task	Start	Stop
Pre-Contract		11/24/2015
City Council Contract Approval	11/24/2015	
<b>Kick-off Meetings</b>	<b>Week of December 7, 2105</b>	
Site Analysis	11/25/2015	12/15/2015
Project Start-up	11/25/15	12/31/2015
Building Program	11/25/2015	01/15/2015
Senior Center Study	11/25/2015	12/15/2015
<b>Concept Design</b>	<b>01/02/2016</b>	<b>03/11/2016</b>
Public Presentation	03/03/2016	03/04/2016
<b>Design Development</b>	<b>03/14/2016</b>	<b>05/20/2016</b>
Client Review	05/23/2016	05/27/2016
<b>Contract Documents</b>	<b>06/01/2016</b>	<b>09/30/2016</b>
Client Review	10/03/2016	10/07/2016
Bid Period	10/10/2016	11/07/2016
Bid Opening	11/08/2016	11/08/2016
Contract Award	11/09/2016	12/02/2016
<b>Construction</b>	<b>12/05/2016</b>	<b>11/30/2018</b>
FF&E Procurement	08/27/2018	11/15/2018
Substantial Completion	12/03/2018	12/21/2018
Move-in	01/02/2019	02/08/2019
<b>Soft Opening</b>	<b>02/11/2019</b>	<b>02/15/2019</b>
Grand Opening Date	To be determined	