



AIA Document B152™ – 2019

Standard Form of Agreement Between Owner and Architect for Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services

AGREEMENT made as of the 17th day of October in the year 2022
(In words, indicate day, month, and year.)

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

Weber County
on behalf of
Weber County Culture, Parks & Recreation
2415 Washington Blvd. | Ogden UT 84401 USA
E: msmith@oeccutah.com | P: 801.689.8601

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

VCBO Architecture
524 South 600 East
Salt Lake City, UT 84102
Telephone: (801) 575-8800

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

Ogden Eccles Conference Center Remodel
2415 Washington Blvd
Ogden, UT 84401

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This Agreement anticipates that the Owner will hire a Contractor to perform construction Work on the interior design portion of the Project and a Vendor to provide, deliver, and install FF&E for the Project. The A151-2019, Owner/Vendor Agreement is coordinated with this Agreement for performance of the FF&E Work. The A104-2017, Owner/Contractor Agreement is coordinated with this Agreement for performance of the construction Work.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Definitions

§ 1.1.1 The term "furniture, furnishings, and equipment" is expressed as FF&E throughout this Agreement.

§ 1.1.2 If multiple vendors are used on the Project, the term "Vendor" as referred to throughout this Agreement will be as if plural in number.

§ 1.1.3 If multiple contractors are used on the Project, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.

§ 1.2 This Agreement is based on the Initial Information set forth below:

(State below details of the Project premises; Owner's contractors and consultants; Architect's consultants; Owner's budgets for the Cost of the Work for Construction and the Cost of the Work for FF&E; Owner's anticipated milestone dates for design, construction, and FF&E installation; Owner's Sustainable Objectives; lease requirements or restrictions; the Owner's intended procurement and delivery methods; and other information relevant to the Project.)

Basic services include existing building analysis, programming, Architectural and Interior Design, including FF&E. Electrical Engineering Design, Mechanical Engineering Design and Structural Engineering Design as needed and as necessary for the project.

The Project will include a remodel design and recommendations for updating the facility for optimal functionality, user experience, and efficiency, bringing it into the modern age. The user experience is paramount in the project design and will be the main driver and focus of our efforts.

The Project will include Design Phases, Programming/Budgeting, Schematic Design, Design Development and Construction Documents along with Construction Administration for the interior improvements in the following areas: Grand Ballrooms A-E, Meeting Rooms (101, 102, 103, 201, 202, and 203), Junior Ballrooms 1-3, Executive Room 100

AIA Document B152™ – 2019. Copyright © 1977, 1991, 2003, 2007, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:40:12 ET on 12/15/2022 under Order No.4104237159 which expires on 10/23/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. (1734949221)

(Congress Style), Lounge Spaces, Lobbies, Public Corridors, Restrooms, Food Prep Areas, Kitchen, Dishwasher, Back of House (Restrooms, Greenrooms, Locker Rooms), Roof Patio – Level 2, and General Building Options.

See attached proposals (Phase 1 and 2) for a full description of the project scope of work.

§ 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. The Owner shall adjust the Owner's budgets and the Owner's anticipated design, construction, and FF&E installation milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 If the Owner and Architect agree that the Architect will purchase FF&E on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such services shall be set forth in B254-2019, Standard Form of Architect's Services: Purchasing Agent Services for Furniture, Furnishings, and Equipment (FF&E). Otherwise, the Architect shall have no obligation to purchase FF&E on behalf of the Owner for the Project.

§ 2.3 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 12.11:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 **Commercial General Liability**
Commercial General Liability with policy limits of not less than Two Million (\$2,000,000.00) for each occurrence and Four Million (\$4,000,000.00) in the aggregate for bodily injury and property damage
- .2 **Automobile Liability**
Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- .3 **Workers' Compensation at statutory limits**
- .4 **Employer's Liability**
Employers' Liability with policy limits not less than One Million (\$1,000,000.00) each accident, and One Million (\$1,000,000.00) policy limit.

Inlt.

.5 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$2,000,000.00) per claim and Four Million (\$4,000,000.00) in the aggregate.

§ 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 the Project.

§ 2.5 The Architect shall disclose to the Owner in writing any financial or other interest it has or may have, or any other benefit it might receive, related to the selection or purchase of FF&E for the Project. The Architect shall make the disclosure and get the Owner's written approval before including such FF&E in the FF&E Documents.

ARTICLE 3 PROGRAMMING SERVICES

§ 3.1 The Architect shall consult with the Owner regarding the Owner's scope, intent, goals, and objectives for the Project.

§ 3.2 The Architect shall review the Owner's budgets and the Project schedule, if provided in Article 1, or assist the Owner in the preparation of such items.

§ 3.3 The Architect shall gather and evaluate information about the Project by, as applicable, (1) compiling and reviewing existing Project-related documentation provided by the Owner; (2) interviewing Owner-designated individuals; (3) visiting the Owner's relevant existing facilities or properties; and (4) identifying and evaluating constraints and opportunities that will have an impact on the Project.

§ 3.4 The Architect shall develop design and performance criteria for the Project based on information gathered and the Owner's goals and objectives.

§ 3.5 The Architect shall recommend Project standards, or incorporate Owner standards, such as area allowances, space allocation, space adjacency requirements, communication and technology, security requirements, and FF&E requirements.

§ 3.6 The Architect shall establish general and specific space quality objectives for the Project related to such elements as aesthetics, ergonomics, lighting levels, environmental considerations, and acoustics.

§ 3.7 The Architect shall determine specific space requirements for the Project by identifying required spaces and their functions and characteristics; establishing sizes and relationships of such spaces; and establishing space efficiency factors.

§ 3.8 The Architect shall prepare a written program, including a summary of observations and recommendations, for the Owner's review and approval.

§ 3.9 The Architect shall consult with the Owner regarding the program's feasibility with respect to the Owner's budgets and the Project schedule.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services consist of those described in this Article 4. Services not included in Article 3 or Article 4 are Supplemental or Additional Services.

§ 4.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 4.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. 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.

§ 4.1.3 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.

§ 4.2 Schematic Design Phase Services

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

§ 4.2.2 The Architect shall discuss with the Owner alternative approaches to design and construction of the Project.

§ 4.2.3 The Architect shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.

§ 4.2.4 Based on the Owner's approval of the program, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including preliminary plans and may include some combination of study models, perspective sketches, or digital representations.

§ 4.2.5 The Schematic Design Documents shall include preliminary furniture layouts, and may include preliminary options for FF&E.

§ 4.2.6 The Architect shall consider sustainable design alternatives, such as material choices and the effects of building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and Owner's budgets. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 5.1.

§ 4.2.7 The Architect shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the program, Owner's schedule, and Owner's budgets.

§ 4.2.8 The Architect shall submit to the Owner estimates of the Cost of the Work for Construction and the Cost of the Work for FF&E prepared in accordance with Article 7.

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

§ 4.3 Design Development Phase Services

§ 4.3.1 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 budgets, 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, interior elevations, and typical construction details, to fix and describe the size and character of the Project as to architectural and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and establish, in general, their quality levels.

§ 4.3.2 The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.

§ 4.3.3 The Architect shall update the estimates of the Cost of the Work for Construction and the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.3.4 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimates, and request the Owner's approval.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction Work for the Project. The Owner and Architect acknowledge that in order to construct

Init.

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 4.8.4.

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

§ 4.4.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work for Construction, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.5 FF&E Documents Phase Services

§ 4.5.1 Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and Architect acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.9.3.

§ 4.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.

§ 4.5.3 The Architect shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.6 Construction Procurement Phase Services

§ 4.6.1 Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in establishing a list of prospective contractors for construction.

§ 4.6.2 The Architect shall assist the Owner in obtaining competitive bids or negotiated proposals for construction. Bidding Documents shall consist of bidding requirements and the proposed Contract Documents.

§ 4.6.3 The Architect shall prepare written responses to questions from prospective contractors and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 4.6.4 The Architect shall assist the Owner in reviewing bids. The Architect shall assist the Owner in awarding and preparing contracts for construction.

§ 4.7 FF&E Procurement Phase Services

§ 4.7.1 Following the Owner's approval of the FF&E Documents, the Architect shall assist the Owner in establishing a list of prospective vendors for FF&E.

§ 4.7.2 The Architect shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.

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

§ 4.7.4 The Architect shall assist the Owner in reviewing quotations. The Architect shall assist the Owner in awarding contracts for vendors.

§ 4.8 Construction Phase Services

§ 4.8.1 General

§ 4.8.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

Init.

If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.8.1.2 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.

§ 4.8.1.3 Subject to Section 5.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 4.8.2 Evaluations of the Work

§ 4.8.2.1 The Architect shall visit the Project premises at intervals appropriate to the stage of construction, or as otherwise required in Section 5.2.2, 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 visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 4.8.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 4.8.2.3 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.

§ 4.8.2.4 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.

§ 4.8.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 4.8.3 Certificates for Payment to Contractor

§ 4.8.3.1 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 4.8.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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

§ 4.8.4 Submittals

§ 4.8.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as shop drawings, product data and samples, 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

Int.

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 any construction means, methods, techniques, sequences, or procedures.

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

§ 4.8.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 4.8.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 5.2.4, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 4.8.6 Construction Completion

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; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 4.9 FF&E Contract Administration Phase Services

§ 4.9.1 The Architect shall provide administration of the Contract for FF&E as set forth below and in AIA Document A151™-2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment. If the Owner and Vendor modify AIA Document A151-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 4.9.3 The Architect shall review and approve, or take other appropriate action upon, the 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 FF&E Documents.

§ 4.9.4 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation, or as otherwise required in Section 5.2.3, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the FF&E 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 FF&E Documents. The Architect shall not have control over, charge of, or responsibility 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.

§ 4.9.5 The Architect shall conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. The Architect shall report defects, deficiencies, or nonconformity observed during the preliminary inspection to the Owner and Vendor.

§ 4.9.6 Within a reasonable amount of time after the Vendor notifies the Architect that the Work, or a designated portion of the Work, is complete the Architect shall inspect such Work and provide the Owner with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.

§ 4.9.7 The Architect's responsibilities under Section 4.9.5 and Section 4.9.6 are limited to identifying defects, deficiencies, or nonconformities the Architect actually observes, or reasonably should have observed, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities under Section 4.9.5 and Section 4.9.6 and has no responsibility to discover latent defects.

§ 4.9.8 If the Architect is required to inspect FF&E at a location other than the Project premises, such services shall be performed as Additional Services for the compensation set forth in Section 12.4.

ARTICLE 5 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 5.1 Supplemental Services are not included in Programming Services or Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 12.4 Supplemental Services may include structural engineering; mechanical engineering; electrical engineering; lighting consulting; audio visual consulting; acoustic consulting; food service equipment consulting; telecommunications/data consulting; security consulting; landscape design; graphics and signage design; branding and identity standards; art selection or procurement; commissioning; measured drawings of existing conditions; coordination of separate contractors or independent consultants; planning for inventory, removal, relocation, or reuse of existing FF&E; detailed cost estimates; test fits; tenant related services; preparation of record drawings; sustainable project services; existing FF&E inventory and appraisals; and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Supplemental Services include:

Food Service Design:

Not to exceed \$44,100.00

§ 5.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.2 shall entitle the Architect to compensation pursuant to Section 12.4.

§ 5.2.1 The Architect shall provide as Additional Services those services necessitated by (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; (3) a material change in the Project including size, quality, complexity, the Owner's schedule or budgets, or procurement or delivery method; (4) inspections of FF&E located off-site, and (5) inspections of FF&E at the Project premises of FF&E that was previously rejected, when the number of visits identified in Section 5.2.3 is exceeded.

§ 5.2.2 The Architect has included in Basic Services (18) visits to the Project premises by the Architect during construction. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.3 The Architect has included in Basic Services (4) visits to the Project premises by the Architect during the FF&E Contract Administration Phase Services. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.4 The Architect shall, as an Additional Service, provide services made necessary by the Contractor's or Vendor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders, Construction Change Directives, or Modifications to the Contract for FF&E as an Additional Service.

§ 5.2.5 If the services covered by this Agreement have not been completed within (24) 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 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 6.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work for Construction as defined in Article 7, (2) the budget for the Cost of the Work for FF&E as defined in Article 7 (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion of the construction Work and acceptance of the FF&E Work. If the Owner significantly increases or decreases the Owner's budgets for the Cost of the Work for Construction or the Cost of the Work for FF&E, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Owner shall furnish the services of consultants in addition to those identified as the Owner's responsibility in Section 1.2 when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 6.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 6.6 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.

§ 6.7 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.

§ 6.8 The Owner shall endeavor to communicate with the Contractor and Vendor through the Architect about matters arising out of or relating to the Contract Documents.

§ 6.9 Before executing any Contract for Construction and any Contract for FF&E, the Owner shall coordinate the Architect's duties and responsibilities set forth in such Contract for Construction and such Contract for FF&E 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, and the agreement between the Owner and Vendor.

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

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

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work for Construction is the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, and shall include the Contractor's general conditions costs, overhead, and profit. The Cost of the Work for Construction also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work for Construction does not include the Cost of the Work for FF&E; the compensation of the Architect; or the costs of purchasing or acquiring real estate, leasing, financing, contingencies for changes in the construction Work, or other costs that are the responsibility of the Owner.

§ 7.2 For purposes of this Agreement, the Cost of the Work for FF&E is the total cost to the Owner to purchase, fabricate, ship, store, deliver, and install all FF&E elements of the Project designed or specified by the Architect. The Cost of the Work for FF&E also includes the reasonable value of FF&E donated to, or otherwise furnished by, the Owner. The Cost of the Work for FF&E does not include the Cost of the Work for Construction; compensation of the Architect; or the costs of leasing, financing, contingencies for changes in the FF&E Work, or other costs that are the responsibility of the Owner.

§ 7.3 The Owner's budgets for the Cost of the Work for Construction and the Cost of the Work for FF&E are provided in Initial Information or will be developed during the Programming Phase Services, and shall be adjusted throughout the Project as required in Article 6 and this Article 7. Evaluations of the Owner's budgets, the preliminary estimates, and updated estimates 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 FF&E; the Contractor's or Vendor's methods of determining bid or quote prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids, quotes, or negotiated prices will not vary from the Owner's budgets, or from any estimates, or evaluations, prepared or agreed to by the Architect.

§ 7.4 In preparing estimates of the Cost of the Work for Construction and the Cost of the Work for FF&E, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, FF&E, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimates to meet the Owner's budgets. The Architect's estimates shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requires detailed estimates, the Architect shall provide such estimates, if identified as the Architect's responsibility in Section 5.1, as a Supplemental Service.

§ 7.5 If, through no fault of the Architect, procurement activities have not commenced within 90 days after the Architect submits the Construction Documents or FF&E Documents to the Owner the Owner's budget for such portion of Work shall be adjusted to reflect changes in the general level of prices in the applicable construction or FF&E market.

§ 7.6 If at any time the Architect's estimate of the Cost of the Work for Construction or the Cost of the Work for FF&E exceed the Owner's budget for such portion of Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size or budgets, or to adjust the quality or quantity of FF&E items and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work for Construction;
- .2 authorize rebidding or renegotiating of the construction Work within a reasonable time;
- .3 terminate in accordance with Section 10.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work for Construction; or
- .5 implement any other mutually acceptable alternative.

§ 7.8 If the Owner chooses to proceed under Section 7.7.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work for Construction at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 7.7.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work for Construction due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 12.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Section 7.8.

§ 7.9 If the Owner's current budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services is exceeded by the lowest bona fide quotation, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work for FF&E;
- .2 authorize rebidding or renegotiating of the FF&E Work within a reasonable time;
- .3 terminate in accordance with Section 10.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work for FF&E; or
- .5 implement any other mutually acceptable alternative.

§ 7.10 If the Owner chooses to proceed under Section 7.9.4, the Architect shall modify the FF&E Documents as necessary to comply with the Owner's budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services, or the budget as adjusted under Section 7.9.1. If the Owner requires the Architect to modify the FF&E Documents

because the lowest bona fide quotation or negotiated proposal exceeds the Owner's budget for the Cost of the Work for FF&E due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 12.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the FF&E Documents shall be the limit of the Architect's responsibility under this Section 7.10.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 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.

§ 8.2 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.

§ 8.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 10 and Article 12. 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, the Vendor, sub-vendors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.4, solely and exclusively for use in performing services or construction, or providing goods, for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 10.4, the license granted in this Section 8.3 shall terminate.

§ 8.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 8.3.1. The terms of this Section 8.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 10.4.

§ 8.4 Except for the licenses granted in this Article 8, 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.

§ 8.5 Except as otherwise stated in Section 8.3, the provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

§ 9.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the construction Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 9.1.1.

§ 9.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, vendors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A151-2019, Standard Form of Agreement Between Owner and Vendor and AIA Document A104-2017, Standard Abbreviated Form of Agreement

Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, vendors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 10.6.

§ 9.2 Mediation

§ 9.2.1 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.

§ 9.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.

§ 9.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 9.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- [X] Litigation in a court of competent jurisdiction
 [] Other: (Specify)

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

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

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

§ 10.2 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.

§ 10.3 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.

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

§ 10.5 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.

§ 10.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 10.7 In addition to any amounts paid under Section 10.6, if the Owner terminates this Agreement for its convenience pursuant to Section 10.5, or the Architect terminates this Agreement pursuant to Section 10.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

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

N/A

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.3.

§ 11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor and AIA Document A151-2019, Standard Form of Agreement Between Owner and Vendor.

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

§ 11.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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.

§ 11.5 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.

§ 11.6 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.

§ 11.7 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 11.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 10.4.

§ 11.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 11.8.1. This Section 11.8 shall survive the termination of this Agreement.

§ 11.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 11.8.

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

ARTICLE 12 COMPENSATION

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

Architect's Compensation is calculated at Seven and One Half Percent (7.5%) of the Owner's estimated construction budget of Five Million Eight Hundred Thousand Dollars (\$5,800,000.00), for an estimated Architectural fee of Four Hundred, Seventy Nine Thousand Dollars and Zero Cents (\$479,100.00). If Owner's construction budget increases throughout the project, Architect's Compensation may be adjusted accordingly. Any adjustment to Architect's Compensation must be in the form of a written amendment to this Agreement signed by both Parties.

(Paragraphs deleted)

§ 12.4 For Additional Services that may arise during the course of the Project, including those under Section 5.2, the Owner shall compensate the Architect as follows:

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

Food Service Design: Not to exceed \$44,100.00

§ 12.5 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 12.3 or 12.4, shall be the amount invoiced by the Architect plus Fifteen percent (15 %), or as follows:

Architect will submit for owner approval, any change requests for review before work will be provided.

§ 12.6 Compensation is based on a percentage of the Owner's estimated construction budget as provided in Sec. 12.1. Progress payments for each phase of services shall be as follows:

Schematic Design	Fifteen	percent (15)	%)
Design Development Phase	Twenty	percent (20)	%)
Construction Documents Phase	Thirty	percent (30)	%)
Construction Procurement Phase	Five	percent (5)	%)
Construction Phase	Twenty	percent (20)	%)
FFE Service 10%	Ten	percent (10)	%)
Total Interior Design Services Compensation	one hundred	percent (100)	%)

(Table deleted)

(Paragraph deleted)

§ 12.8 Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's construction budget.

§ 12.9 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase or FF&E Contract Administration Phase are commenced.

§ 12.10 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.)

Employee or Category	Rate (\$0.00)
(Row deleted)	

(Paragraphs deleted)

§ 12.12 Payments to the Architect

§ 12.12.1 Initial Payment

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

§ 12.12.2 Progress Payments

§ 12.12.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Eight percent (8%) per annum.

§ 12.12.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to the Contractor or Vendor 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.

§ 12.12.3 Records related to 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 13 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

Architect agrees to indemnify hold harmless the Owner, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Architect, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of Architect's breach of this Agreement or any acts or omissions of or by Architect, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Architect agrees that its duty to defend and indemnify the Owner under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the Owner for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the Owner.

Owner is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that Owner shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

ARTICLE 14 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B152™-2019, Standard Form of Agreement Between Owner and Architect for Interior and FF&E Design Services

.2
(Paragraphs deleted)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 5.1.)

VCBO Proposal Phase I

VCBO Proposal Phase II

Jedrzejewski Kitchen Design Proposal

.3 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

NONE.

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

OWNER (Signature)

Scott Jenkins
Weber County Commission Chair
(Printed name and title)

ARCHITECT (Signature)

Phil Haderlie
VCBO Architecture
(Printed name, title, and license number, if required)

Marty Smith (Signature)
Weber County Culture, Parks, & Recreation
Departmental Approval

Init.

/

Phase I