



Board of County Commissioners - Staff Report

Meeting Date: February 3, 2026
Submitting Dept: General Services

Presenter: Josiah Nash
Subject: Coroner Office - Contract for design

Statement / Purpose: Consideration of a Contract with Plan One Architects for architectural design of the Coroner Office.

Background / Description (Pros & Cons): Teton County and the Coroner have sought to build a new coroner's facility that is anticipated to be roughly 3,200 - 4,200sf on Teton County property at Adams Canyon Drive. The project size could increase to include housing for Teton County. Presently the construction delivery method is anticipated to be Construction Manager at Risk (CMAR).

As part of the ongoing Coroner's Office Building Project, a Request for Qualifications was posted in November 2025 by Wember. Multiple Firms submitted bid packages and qualifications, with three being selected for interviews. Interviews for perspective architects were conducted on January 7th with the following firms submitting bid packages and participating; Plan One/Architects, Ward Blake Architects, GSG Architecture. Plan One/Architects emerged as the favorite based on factors such as similar experience, cost, knowledge, overall presentation.

Stakeholder Analysis & Involvement: Stakeholders include the following Teton County staff, Coroner, Administrator, Facilities Manager, as well as Wember acting in the role of Owners Representative.

Fiscal Impact: This expense will be broken into three fiscal years (FY26, FY27, FY28) to accommodate the project schedule.

Staff Impact: Wember will act in the role of Owners Representative with additional coordination from Teton County Facilities and the Coroner.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends that the Board of County Commissioners approve the contract for design with Plan One/Architects in the amount of \$326,248.00.

Attachments: AIA Contract, Fee Proposal, Feasibility Study

Suggested Motion: I move to approve the contract with Plan One/Architects for design of the Coroners Office Building in the amount of \$326,248.00.

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «Fourth » day of «February» in the year «2026.»
(In words, indicate day, month and year.)

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

«Teton County »
«200 S. Willow Street »
« PO Box 1727»
« Jackson, WY 83001 »

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

« Plan One/Architects »
«225 W. Yellowstone Ave., Suite 4 »
«Cody, WY 82414 »
« »
« »

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

«Teton County Coroner's Office Building»
«Teton County – Adams Canyon»
« Building approximately 3,100 gross square feet and site size to be determined.»
«Refer to exhibits for additional concept design information.»

The Construction Manager (if known):
(Name, legal status, address, and other information)

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The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Refer to Exhibit A for initial program information. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

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

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

« \$3.5-4.5 million.»

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

.1 Design phase milestone dates, if any:

« Design	February 2026 – September 2026
Bidding & Permits	October 2026 – February 2027»

.2 Construction commencement date:

«Construction Spring 2027 – Winter 2027 »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[**«X»**] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[**« »**] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

« None anticipated at this time »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«The project is to meet current energy codes at a minimum with sustainability principles applied to where best value can be determined. The project is not pursuing certification of any type. »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« Teton County »
« TBD – Director of General Services »
« 200 S. Willow Street »
« Jackson, Wyoming 83001 »
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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« Wember, Inc. »
« Tom Farrens »

« 7350 East Progress Place STE 100 »
« Greenwood Village Colorado 80111-2126 »
« T: 307-677-2219 »
« E: tfarrens@wemberinc.com »

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

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.2 Land Surveyor:

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.3 Geotechnical Engineer:

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.4 Civil Engineer:

.5 Other consultants and contractors:

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

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

« Plan One/Architects »
« Taylor Lee »
« 225 W. Yellowstone Ave. Suite 4 »
« Cody Wyoming, 82414 »
« T: 307-587-8646 »
« E: tlee@planone.com »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical and Plumbing Engineer:

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.3 Electrical Engineer:

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§ 1.1.12.2 Consultants retained under Supplemental Services:

« .1 FF&E »

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«.2 Landscape Architect: »

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

«NA »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation as an approved additional service. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 Insurance.

§ 2.6.1 Workers' Compensation insurance as required by the Labor Code of the State of Wyoming and Employers Liability Insurance. Minimum Employer's Liability Limits include FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for disease policy limit, disease of each employee, and each accident AND Employer's Liability Limits include FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate. The workers compensation liability insurance policies required by this Agreement shall contain a waiver of subrogation against the Owner and Wember Inc..

§ 2.6.2 Commercial General Liability insurance with a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Owner, its officers and its employees and Wember Inc. and its officers and employees, as additional insureds, with primary and non-contributory coverage as respects Owner, its officers and its employees, and shall contain a severability of interests provision. The commercial general liability insurance policies required by this Agreement shall contain a waiver of subrogation against the Owner and Wember Inc.. The Architect shall maintain this coverage in effect during the term of this Agreement and for eight (8) years after the Date of substantial completion of the Project.

§ 2.6.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per person in any one occurrence. The policy shall include the Owner, its officers, and its employees, and Wember Inc. and its officers and employees as additional insureds, with primary coverage and non-contributory with respect to owners, officers, and employees, and shall contain a severability of interests provision. The Automobile liability insurance policies required by this Agreement shall contain a waiver of subrogation against the Owner.

§ 2.6.4 Umbrella/Excess Liability insurance with a minimum limit of TWO MILLION DOLLARS (\$2,000,000) for bodily injury and property damage in any one occurrence. The policy shall include the Owner, its officers and employees and Wember, Inc., and its officers and employees as additional insureds shall include waiver of subrogation provisions and include primary and non-contributory provisions and a severability of interests clause. The Umbrella/Excess Liability insurance shall be excess insurance with respect to the minimum General Liability, Automobile Liability and Employers Liability portion of Workers Compensation.

- § 2.6.5** Professional Liability coverage with a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate. Professional liability insurance is required for consultant subcontractors only if such subcontractor is providing architectural, engineering, or other professional services subject to state licensure. If the required minimum Professional Liability coverage is written on a CLAIMS MADE form, Architect shall maintain the required minimum Professional Liability coverage for a period of eight (8) years after the date of substantial completion or provide satisfactory evidence to Owner of the purchase of adequate tail coverage for the complete eight (8) year post-substantial completion period. The retroactive date on any such claims made policy shall not be later than the execution date of this agreement.
- § 2.6.6** A certificate of insurance, acceptable to the Owner, with copies of additional insured endorsements shall be provided by the Architect's/Consultant or it's insurance broker/agent(s), and by any subcontractor or the subcontractor's broker/agents providing services through Architect, as evidence that policies providing the required minimum coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner before the commencement of any services under the Agreement. Renewal certificates shall be provided promptly upon renewal of each respective policy. The insurer shall give the Owner notification of any termination by a refusal to renew the policy or of any material change in coverage of the policy in the manner provided by law, or, if none, at least thirty (30) days prior to such termination or change. The Architect shall provide written documentation identifying the Owner, Wember, Inc. and Architect as an additional insured and certified complete copies of all required policies and endorsements if so requested.
- § 2.6.7** The Architect agrees to require its subconsultants to comply with the insurance provisions required of the Architect pursuant to this Agreement; provided, however, the Architect and the Owner may mutually agree to modify these requirements for subconsultants whose work is of a relatively small scope. The Architect agrees that it will contractually obligate its subconsultants to promptly advise the Architect of any changes or lapses of the requisite insurance coverages and the Architect agrees to promptly advise the Owner of any such notices that the Architect receives from its subconsultants. The Architect assumes all responsibility for monitoring subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project including any Warranty periods.
- § 2.6.8** Failure to obtain and maintain the required insurance shall constitute a material breach of the Agreement and the Architect will be liable for any and all costs, liabilities, damages and penalties (including attorney fees, court costs and settlement expenses) resulting to the Owner and Wember, Inc. from such breach. Failure of the Architect to provide insurance as required or failure of the Owner to notify the Architect of any breach by the Architect of the requirements shall not be deemed to be a waiver by the Owner of any of the terms and conditions. The obligation to procure and maintain insurance required is a separate responsibility of the Architect and independent of the duty to furnish a copy or certificate of such insurance policies.

The Architect and it's consultants shall maintain the insurance until termination of this Agreement or until all required minimum insurance coverages and limits stated in this Agreement through completion of the Project and any applicable statutes of limitation or statutes of repose.

§ 2.6.9 Additional Insured Obligations. Except for Workers Compensation and to the fullest extent permitted by law, the Architect shall cause the Primary and Excess or Umbrella policies for Commercial General Liability, and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's and Wember, Inc.'s insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.10 The Architect shall provide certificates of insurance acceptable to the Owner, including specific additional insured policy endorsements to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend and document Project meetings with meeting minutes, communicate with members of the Project team, and provide written reports to the Owner and their representative.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's written acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 In performing the services hereunder, the Architect shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Wyoming. The Architect shall also comply with all applicable ordinances, regulations, and resolutions of the City and other governmental authorities having jurisdiction over the project.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's written 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the

Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt and review of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the written Owner's approval of the Design Development Documents, and on the Owner's written 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall develop (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's written approval of the Construction Documents.

§ 3.5.6 The Architect shall review and evaluate the updated estimate of the Cost of the Work prepared by the Construction Manager and provide its assessment of the Cost of the Work to the Owner.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as

provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, and those of its consultants but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 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 (1) to become generally familiar with the progress and quality of the portion of the Work completed (2) determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

§ 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 Construction Manager, 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 Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect's initial response to such requests shall be made in writing within ten business (10) days of receipt.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within five (5) business days of receipt. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents. Architect acknowledges that the team, including the Architect, will work through an online project management system for this project. The system is anticipated to be provided by the Owner's Representative; Owner Insite.

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) Architect and their consultants shall complete a final inspection log and generate a "Punch List" that will be included in the letter of substantial completion. These issues will be tracked using collaborative software to closure by the Architect and issued to the Construction Manager; and (3). verify the accuracy and completeness of the Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner Led, Architect Assist
§ 4.1.1.2 Programming	Architect to finalize
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not applicable
§ 4.1.1.5 Existing facilities surveys	Not applicable
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Construction Manager – Design Team Reviewed
§ 4.1.1.18 Post-occupancy evaluation	Architect – 11 Month Warranty Walk
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Coordination of the Owner's consultants	Owner
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning (B206-2007)	Not Provided
§ 4.1.1.24 Commissioning (B211-2007)	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Applicable
§ 4.1.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.28 Graphics and Wayfinding	Architect
§ 4.1.1.29 Acoustical Engineering	Not Provided
§ 4.1.1.30 Envelope Consultant	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«4.1.2.2 As part of Basic Services, Architect shall conduct an inspection of the Project eleven (11) months after Substantial Completion for the purpose of notifying the Contract of any warranty problems observed or noted by the Owner before expiration of the one (1) year warranty.

4.1.2.3. Architect to provide low voltage cabling specifications, infrastructure, and coordination with Owner's Consultants

4.1.1.2.4. Architect to provide FF&E services from Design through install punch list coordination.»

§ 4.1.2.5 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«N/A »

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services. Additional Services will be requested by the Owner and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic or Supplemental Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.

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

- .1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6 that necessitate major revisions in the Instruments of Service, except where necessitated by the errors or omissions of the Architect;
- .2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5** Services necessitated by decisions of the Owner or Construction Manager 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 but only if the failure or delay continues after the Architect provides seven (7) days advance written notice of the need for prompt action;
- .9** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto and except where the proceeding involves issues concerning problems (actual or alleged) caused by errors or omissions of the Architect;
- .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;
- .12** Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13** Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14** Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon substitutions through Design Development; architect is to be compensated for substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination.

- .1
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation; As a course of business, the Architect is to first reject requests for information not prepared in accordance with the Contract Documents;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service, if not related to errors, omissions, inconsistent or ambiguities in the Contract Documents;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5

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

- .1 «Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 « Weekly » (« ») visits to the site by the Architect during construction. Site visits are to be documented by a field report outlining project progress and quality issues at a minimum.
- .3 « Three » (« 3 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two » (« 2 ») inspections for any portion of the Work to determine final completion
- .5 Consultants are to provide a minimum of three (3) site visits each at times most conducive to inspecting work related to their scope of services.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «thirty » («30 ») 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of

all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

§ 5.10 Upon the Architect's request and the Owner's concurrence, 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.

§ 5.11 Upon the Architect's request and the Owner's concurrence, 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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, provided nothing in this agreement shall be construed so as to require the Owner to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the Architect's Services.

Failure of the Owner to provide notice to the Architect shall not excuse the Architect from its obligations under this Agreement, nor shall it amount to a waiver of any claims against the Architect for any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager that may affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager 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 the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner may:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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. 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 rights of the Owner.

§ 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 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. This license shall survive any termination of this Agreement, including a termination for cause or for convenience. This license shall also apply notwithstanding any dispute between the Architect and the Owner, including disputes regarding payment of sums due. 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 Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner shall also have the right to deliver copies of the Instruments of Service to any governmental authority and to Owner's successors with respect to the Project. Deliverables will be furnished electronically, via e-mail or file-transfer website, in PDF and Revit format, at the owner's request.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, , 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, except that the Owner may, without prior written consent by Architect, assign its license to any related entity or to its construction lender for the Project, if any.

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

§ 7.6 If this Contract is terminated for cause or convenience after payment to the Architect of amounts due under this Contract, the Architect shall promptly deliver to the Owner a complete set of prints and electronic copies of the Instruments of Service, as completed through the date of termination.

§ 7.7 Upon final completion of construction and before final payment, the Architect shall review on behalf of the Owner a revised set of prints and electronic copies of the drawings and specifications showing "as-built" conditions, including Change Orders and other modifications prepared by the Construction Manager.

§ 7.8 Any set of electronic copies of drawings or specifications the Architect is required to deliver pursuant to this Contract shall be in a format acceptable to Owner including but not limited to Revit, AutoCAD and pdf complete files.

§ 7.9 The Architect's promotional and professional materials shall not include the Owner's confidential or proprietary information.

§ 7.10 The Owner may use the Instruments of Service (including, without limitation, Instruments of Service prepared by the Architect and the Architect's consultants), for planning or renovations of and additions to the Project, and the Owner may permit qualified professionals to reproduce all or portions of the Instruments of Service (including the design embodied in those Instruments of Service) for incorporation into instruments of service to be prepared by such other qualified professionals for planning or renovations of or additions to the Project or other projects for the Owner if those professionals assume all responsibility for the resulting instruments of service.

§ 7.11 Deliverables will be furnished electronically, via e-mail or file-transfer website, in PDF or JPG and AutoCAD format, at the conclusion or termination..

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the limits of the insurance coverage required by this Agreement, unless such insurance coverage is terminated or coverage denied for any reason

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Owner is a public entity and as such is a political subdivision of the state of Wyoming

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

§ 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ 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.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed 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 undisputed sums due prior to suspension and any reasonable out of pocket 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 direct and demonstrable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for completed services performed prior to termination, Reimbursable Expenses incurred prior to termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Wyoming. Venue for any action hereunder shall be in the District Court, Teton County, State of Wyoming

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. It is the intent of the parties that there are no intended third-party beneficiaries to this Agreement.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 With the Owner's written approval, which shall not unreasonably be withheld, 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. In no case shall, the Architect's materials include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

§ 10.10 **Key Notices** under this Contract are notices regarding any Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses.

OWNER:

« Teton County »

« TBD, Director of General Services »
« 200 S. Willow Street »
« Jackson, WY 83001 »

« Plan One/Architects »
« Taylor Lee »
« 225 W. Yellowstone Ave. Suite 4 »
« Cody Wyoming, 82414 »

Architect:

All Key Notices to the Owner shall include a reference to the Contract including the Architect's name and the date of the Contract. (b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

§ 10.12 Appropriation As a public entity, The Owner is dependent upon an annual appropriation by its Board of Trustees for funding of operating costs for each year. In the event funding is not made available by Owner's Board of Trustees, Owner shall have the right to cancel this Agreement and will notify Architect in writing within ten (10) days subsequent to such decision by the Board of Trustees. In the event of such cancellation by Owner, Architect will be paid for the reasonable value of the services rendered to the date of cancellation, not to exceed the total amount set forth in this Agreement. Upon such payment, all obligations of Architect and Owner under this Agreement will cease and terminate and the Owner shall be released from all further liability under this Agreement. The right granted to Owner by this provision may only be exercised for the express reason stated above.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« Professional Fees

Base Fee

Concept Design:	\$5,000
Schematic Design (15%):	\$45,937
Design Development (20%):	\$61,250
Construction Documents (35%):	\$107,187
Bidding/Negotiation (5%):	\$15,312
Construction Administration / Project Closeout (25%):	\$76,562
Reimbursables (Any not used will be returned to Owner):	\$15,000
Total Fee:	\$326,248

This fee is inclusive of the following disciplines:

Architectural Design + Overall Project Support

Interior Design

Civil Engineering (including stormwater management)

Mechanical / Electrical / Plumbing Engineering

Fire Suppression and Fire Alarm Basis of Design

Structural Engineering

Landscape Design

FF&E (including specifications, bidding, installation, and punch lists)

Cost Estimating

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

« As negotiated and approved in writing »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « five » percent («5 » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« Additional services shall exclude markup »

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

Schematic Design Phase	«fifteen »	percent («15 »	%)
Design Development Phase	« twenty »	percent (« 20 »	%)
Construction Documents Phase	«thirty-five»	percent («35 »	%)
Construction Phase / Project Closeout	«twenty-five»	percent («25 »	%)
Bidding/Negotiation			5 %	
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

« Rates are for reference as project is lump sum - See Exhibit B»

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets dedicated to the sole use of the Project;

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on reimbursable expenses;
- .10 Site office expenses approved in writing by the Owner;

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

§ 11.9 Not Used

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «zero » (\$ «0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's approved invoice. Amounts unpaid « Thirty Five » («35 ») 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.)

« 1.5 » % «over prime per annum »

§ 11.10.2.2 The Owner may withhold payments from the Architect as a setoff for damage or costs resulting from the Architect's negligence. Additionally, the Owner may withhold payments from the Architect if the Contractor claims entitlement to a change order for negligent deficiencies in the Instruments of Service, or for architect's failure to comply with terms and conditions of this agreement in its entirety. If the Owner exercises its right to reasonably withhold all or part of a payment from the Architect as a setoff, then the Owner shall provide timely written notice to the Architect of the reason for the withholding. The Owner's failure to exercise its option to withhold payment under this provision shall not constitute a waiver of any of the Owner's rights under this Agreement, nor shall it constitute a waiver of any default. The Architect's failure to exercise its option to suspend services under this provision shall not constitute a waiver of any of the Architect's rights under this Agreement, nor shall it constitute a waiver of any default. Upon the Owner's exercise of its right to withhold payment under this provision, the Architect may initiate the claims procedures in accordance with Section 8 of this Agreement.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

« »

§ 12.1 MANDATORY IMMIGRATION PROVISIONS

§ 12.1.1 Consultant shall not: (a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or (b) Enter into a contract with a subcontractor who fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

§ 12.1.2 Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor who fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 A201–2017™, General Conditions of the Contract

« »

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

« »

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

OWNER (Signature)

« Mark Newcomb, Chair, Teton County Board of Commissioners »« »

(Printed name and title)

ARCHITECT (Signature)

«Taylor Lee, President »« »

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

3.0 SCHEDULE OF PERSONNEL BILLING RATES

RESPONDENT: Plan One/Architects



PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
Principal	\$ 160
Project Architect	\$ 160
Structural Engineer	\$ 145
Mechanical Fire Protection Engineer	\$ 195
Senior Assoc. Electrical Engineer	\$ 197
Electrical Engineer	\$ 170
Low Voltage IT	\$ 170
Senior CAD Operator	\$ 85
CAD Operator	\$ 75
Principal Civil Engineer	\$ 270
Senior Civil Engineer	\$ 225
Civil Design Technician	\$ 155
Principal Landscape Design	\$ 300
Landscape Designer	\$ 125
Interior Design FFE	\$ 75
Clerical	\$ 60
Estimating	\$150



PLAN ONE/ARCHITECTS FEE PROPOSAL

Based on all available information, including the Feasibility Study that was included in Addendum I, our fee will be identified as follows:

8.75% of the total construction cost (see RSMeans clip below). It is understood that the feasibility study estimates the construction cost to be anywhere between \$3M and \$4M, depending on what site is selected. Our fee is **\$326,248** (including reimbursables), broken down as follows:

Concept Design: \$5,000
 Schematic Design (15%): \$45,937
 Design Development (20%): \$61,250
 Construction Documents (35%): \$107,187
 Bidding/Negotiation (5%): \$15,312
 Construction Administration / Project Closeout (25%): \$76,562
 Reimbursables (Any not used will be returned to Owner): \$15,000

Total Fee: **\$326,248**

This fee is inclusive of the following disciplines:

Architectural Design + Overall Project Support
 Interior Design
 Civil Engineering (including stormwater management)
 Mechanical / Electrical / Plumbing Engineering
 Fire Suppression and Fire Alarm Basis of Design
 Structural Engineering
 Landscape Design
 FF&E (including specifications, bidding, installation, and punch lists)
 Cost Estimating

R011110-10 Architectural Fees

Tabulated below are typical percentage fees by project size, for good professional architectural service. Fees may vary from those listed depending upon degree of design difficulty and economic conditions in any particular area.

Rates can be interpolated horizontally and vertically. Various portions of the same project requiring different rates should be adjusted proportionately. For alterations, add 50% to the fee for the first \$500,000 of project cost and add 25% to the fee for project cost over \$500,000.

Architectural fees tabulated below include Structural, Mechanical and Electrical Engineering Fees. They do not include the fees for special consultants such as kitchen planning, security, acoustical, interior design, etc.

Civil Engineering fees are included in the Architectural fee for project sites requiring minimal design such as city sites. However, separate Civil Engineering fees must be added when utility connections require design, drainage calculations are needed, stepped foundations are required, or provisions are required to protect adjacent wetlands.

Building Types	Total Project Size in Thousands of Dollars						
	\$100	\$250	\$500	\$1,000	\$5,000	\$10,000	\$50,000
Factories, garages, warehouses, repetitive housing	9.0%	8.0%	7.0%	6.2%	5.3%	4.9%	4.5%
Apartments, banks, schools, libraries, offices, municipal buildings	12.2%	12.3%	9.2%	8%	7%	6.6%	6.2%
Churches, hospitals, homes, laboratories, museums, research	15.0%	13.6%	12.7%	11.9%	9.5%	8.8%	8%
Memorials, monumental work, decorative furnishings	--	16.0%	14.5%	13.1%	10.0%	9.0%	8.3%

Teton County Coroner's Office

Exhibit A: Program

Coroner's Office - Feasibility Study
Building Program

Space Discription			Notes
Public			
Main Entry/Reception/Lobby	Y	100	
Family Bereavement Room	Y	120	Optional, conference room?
Autopsy Viewing	N		Optional - 60 sf not included in this program
Public Restrooms	Y	50	1 restroom required if occupant load is 25 or less
Coroner's Office/Exam Room			
Office/Medical Examiner	Y	150	
Restrooms	N		Combined with building public restrooms
Exam Room	Y	450	Recommended sf. Could be 400 - 450
Decedent Cooler	Y	315	Storage for 10 on carriers
General Building/Support			
Sally Port	Y	600	
Car Wash Alcove/Vehical Support	Y	100	
Storage - Records	Y	110	
Storage - Autopsy Supply	Y	100	
Storage - Biological Waste	Y	50	
Storage - Office Supply	Y	20	
Storage - Building Mainteneace	Y	100	
Shower/Locker Room	Y	100	
Electrical room	Y		Included in Grossing Factor
Fire Riser room	Y		Included in Grossing Factor
Computer Server room / IT	Y		Included in Grossing Factor
Mechanical	Y		Included in Grossing Factor
Utility/Janitor Room	Y	50	One for entire facility
Elevator & equipment room	N		To be determined
Stairs 1	N		To be included if a basement or second level is added.
Corridor / Circulation	Y		Included in Grossing Factor
		2415	Sub total of individual spaces
		25%	grossing factor for Circulation, Bldg Support, & Walls
		3018.75	Total Building

Exterior/Site			
Front Drive / Apron	Y		
Rear Drive Through / Apron	N		No drive through due to site constraints
Employee/Guest Parking/Staff parking	Y		Size to be determined
Public parking	N		Combined with Employee/Guest/Staff parking