PROPOSAL FOR
City of Mountain Iron
Parks & Recreation Department

South Grove Recreation Complex
Master Plan Development

June 15, 2018

Busch Architects, Inc.

Architecture for People™

Contact: Kevin C. Busch, AIA, CID, NCARB
310 4th Avenue South, Suite 1000
Minneapolis, MN 55415
Tel: (612) 333-2279 Fax: (612) 339-2336
E-mail: kcbusch@busch-architects.com
www.busch-architects.com
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**ATTACHMENTS:**

SAMPLE OF STANDARD CONTRACT FOR SERVICES
Website: www.busch-architects.com
Founded: 1988
Business Entity: S Corporation
Ownership: Kevin C. Busch
Office Location:
310 4th Avenue South Suite 1000
Minneapolis, MN 55415
Tel: (612) 333-2279 Fax: (612) 339-2336

Contact Person:
Kevin C. Busch, AIA, CID
E-mail: kcbusch@busch-architects.com

Total Staff: 5 (All located in Minnesota)
Total Architects on Staff: 3 (3 licensed)
Others: Draftsperson: 1; Administrative: 1
(Interior Designers: 2)

Registrations: Minnesota 16909, Wisconsin, North Dakota, Florida, NCARB.

Professional Liability Insurance: Hanover Insurance Group Inc. Continuous coverage since 2-15-88. ($2,000,000 Aggregate.)

FIRM ATTRIBUTES

Communication: Our firm prides itself on our ability to communicate effectively with clients. Many agree that we listened to and understood their needs well and were pleased with our flexible thinking.

Experience: We believe in providing a high level of experience at all stages of a project. Our architects 30+ years of experience allows them to provide better design integration.

Consistent Personal Attention: The same architects that begin the project, will see it through to completion and be involved in all steps along the way.

Client Collaboration: We value an interactive relationship with our clients and encourage them to express their own ideas and direction.

Value: Our firm provides sound judgments about design issues, details, and materials in relation to costs and benefits in order to add value to each and every project.

*The firm has no current or past litigation to report.
2. PROJECT UNDERSTANDING

The City of Mountain Iron is hoping to upgrade the facilities at South Grove Recreation Complex as well as capitalize their investment in the upgrades by timing the construction with the reconstruction of Mud Lake Road. It’s hoped that having the two projects done simultaneously will result in lower overall costs for both projects.

We have thoroughly read the City of Mountain Iron, MN, Parks and Recreation Department Request for Proposal (RFP) for developing a Master Plan for the South Grove Recreation Complex. Our team has looked at aerial images, met with City Administrator Craig Wainio, and visited the site on June 5th, to become familiar with the observable issues. The site contains both elements to remain or be reconfigured and elements to be removed. The knitting together of the old and new will have to be performed in a sensitive manner, to maintain and enhance the character of the site and its relationship with the surrounding neighborhood.

We understand the following about the project:

1. Our team will be responsible for developing and conducting a community engagement approach for connecting with park users, city staff, and area residents.

2. South Grove Recreation Complex is in need of updating. We will look at this site based on the perspective of the City of Mountain Iron park facilities. We will inventory all existing facilities to determine amenity diversity and where individual structures are in their life cycle.

3. We will need to make an analysis of the current and future community recreational needs. We will assess and analyze the other City parks so that the City can have a comprehensive park development that provides a variety of recreation activities ultimately inviting greater participation in the community. Once this is completed, we will provide recommendations for the South Grove facility.

4. South Grove Recreation Complex has the potential to be connected to a larger pedestrian trail system. City of Mountain Iron staff have ideas that will influence this phase of the site improvements. We will be alert and available for input and opportunities.

5. Our team will be responsible for providing conceptual documents for the different zones on the site that can be used for recreational planning and funding scenarios. We will illustrate a clear order and phasing priority for development.

6. Our team will provide a real-life cost estimate so the project can be funded and scheduled for 2019 construction.

7. The City will assist and provide oversight of the study and Master Plan development.
3. SCOPE OF WORK

SCOPE OF WORK

**Kick-off Meeting:** Meet with City staff and Recreation Groups to ensure understanding of the project goals and to hear about the needs and desires for the park redevelopment.

**Site Visit:** Visit South Grove and record existing conditions through photographs and observations. Visit other City parks and create an inventory of recreation activities provided.

**Community Meeting:** Set up an open community meeting at City Hall for the community at large to express their needs and desires as well as concerns they have about the existing park conditions. Our job is to invite participation and comments and then listen.

- Prepare a list of recreation activities and support structures (parking, building, etc.)

**Prepare Design Options:** Using the information learned at the kick-off meeting, during the site visit and at the community engagement meeting we will prepare optional site plans for South Grove that show environments people are comfortable in and infrastructure the City of Mountain Iron can properly maintain.

We intend to use a systems-based method of planning and design that is responsive to each unique zone on the site. New and existing circulation patterns will be looked at to establish the best locations for new opportunities or reinforcement of existing routes. Key zones within each site will have a hierarchy of architectural materials, colors, plantings, and pavements. By doing this, we can respond to budget priorities, phasing, and emergency concerns during the planning and renovation of the South Grove Recreation Complex.

We will look at the site to understand how natural on-going environmental changes are affecting use of the site and quality of experience for each user. Degree of "flexibility" for each zone on the site will be investigated to accommodate “next use” scenarios, to make sure that funding is being applied to the most feasible current resource and anticipated future use.

We will present strategies and designs that **Preserve, Conserve, and effectively Use** each zone on the site. Materials selected will be long-lasting, harmonious with their surroundings, and recognizable to people.

**Initial thoughts about the redevelopment:**

- Try to preserve existing activity areas if possible—for example, the tennis courts should probably remain unless there was a very important reason for moving them.
- The current parking area is in a good location due to access adjacent to Mud Lake Road.
- All recreation areas need good drainage and it will be critical to understand the current drainage patterns.
- The buildings are worn out but could be remodeled. There may be a better location for them which would necessitate a new building. A new building provides opportunity for better restrooms, larger and better warming room, and concessions.
3. SCOPE OF WORK

Staff and User Group Review: Meet with City Staff and Recreation Groups to review optional plans and make decisions about the Master Plan.

Revise the Master Plan to reflect the comments and direction provided by Staff and Users.

Optional: Meet with the Community at large to gather comments and observations about the preliminary plans. (Additional cost)

- Prepare cost estimate itemizing each element of the design.
- Prepare final Master Plan drawing and Report.

Optional: Be available to meet with the Park Board or City Council to present the project. (Additional cost)

Master Plan Deliverables

- Master Plan Program.
- Inventory of City Parks.
- Site reconnaissance information.
- Master Plan options.
- Final Proposed Site Master Plan.
- Report summarizing Master Plan work.
- Meeting Notes for all meetings.
- Cost estimate.

SCHEDULE

07/01 - 07/15 — Phase 1: Project Initiation
- Kick-off meeting, data collection, site visit

07/16 – 08/15 — Phase 2: Research, Analysis, & Inventory
- Site visit, community engagement efforts/meetings, inventory & analysis of existing facilities on-site and in other park locations

08/16 – 09/30 — Phase 3: Schematic Design
- Early design concepts, review & discussion with city, early phasing options & estimates

10/01 – 11/15 — Phase 4: Design Development
- Further developed design, selection of final concept, drafts of cost estimate, phasing, analysis, & chosen concept plan

11/16 – 12/15 — Phase 5: Final Master Plan Development
- Development of all drafts to final versions, review with city followed by revision and final submission
PUBLIC PARTICIPATION PLAN

Have an initial meeting with City Staff and Community User Groups to learn about the needs and desires for an improved Park and also hear current concerns about use of the Park and facilities.

Using existing social media and web infrastructure, spread the word about in-person community meetings and receive feedback and discussion on the proposed Master Plan. Pose pages for receiving digital comments about the Master Plan Process and the desired recreation facilities and amenities that the community seeks.

Have an at-large community meeting at City Hall to discuss the existing site conditions and types of improvements desired.

Compile and analyze the comments and data gathered and assess the most desired or most common comments and incorporate them into the Master Planning process.

Present finalized versions of Master Plan to community using visual aids.
5. COSTS

BUSCH ARCHITECTS, INC.

MASTER PLAN COST BREAKDOWN

**Basic Services Cost: $14,900**

Additional Services available at the option of the City

1. Additional site visits for meetings: $600 per person
2. 3-dimensional Site Plan drawing: $900
3. Building Design: (Schematic Design for 1,000 square foot building) $2,000
4. City Council or Park Board Meeting—presentation: $750

**HOURLY RATES**

**Busch Architects, Inc.**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal Architect</td>
<td>$130.00</td>
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<tr>
<td>Licensed Architect III</td>
<td>$120.00</td>
</tr>
<tr>
<td>Licensed Architect II</td>
<td>$110.00</td>
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<tr>
<td>Licensed Architect I</td>
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<tr>
<td>Intern III CAD Drafting and Design</td>
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<tr>
<td>Intern I CAD Drafting</td>
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**SGA Group, Inc.**

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<tr>
<th>Position</th>
<th>Rate</th>
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<tr>
<td>Landscape Architect</td>
<td>$120.00</td>
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<tr>
<td>Technician</td>
<td>$90.00</td>
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</tbody>
</table>
KEVIN C. BUSCH, AIA, CID, NCARB
ARCHITECT OF RECORD & PROJECT DESIGN ARCHITECT

President & CEO,
Busch Architects, Inc.
35 Years of Experience

REGISTRATIONS
Licensed Architect in Minnesota (#16909), Wisconsin, Florida, and North Dakota; NCARB certified. Certified Interior Designer (CID# C00525) in Minnesota.

PROJECT RESPONSIBILITIES
Mr. Busch’s roles in the project will be as Architect of Record and Project Designer.

REPRESENTATIVE PROJECTS
- Lincoln Athletic Complex - Richfield, MN
- Roseville Skating Center Entrance & Lobby Addition - Roseville, MN
- Roseville Skating Center Locker Room and Training Facility Addition - Roseville, MN
- Roseville Schools Girls’ Softball Field Development and Dugout Additions - Roseville, MN
- Northwest Youth & Family Services Activity Center Addition - Shoreview, MN
- Gateway Ramp Athletic Field Proposal - Minneapolis, MN
- Muriel Sahlin Landscape Arboretum Event Facility - Roseville, MN
- Dunning Recreation Center - St. Paul, MN
- Uof M Gibson-Nagurski Football Building Improvements Pre-Design - Minneapolis, MN
- Wakota Arena Design Study - South Saint Paul, MN
- St. Thomas University Baseball Clubhouse and Training Facility - St. Paul, MN
- Red Haddox Baseball Field Concession and Restroom Building - Bloomington, MN
- Crown College Baseball Field and Training Facility - St. Bonafacious, MN

EDUCATION
- University of Minnesota School of Architecture - Bachelor of Architecture, 1981

ACTIVITIES/ASSOCIATIONS
- American Institute of Architects
- University of Minnesota "M" Club
- Interfaith Forum on Religion, Art, and Architecture
- Como Park Lutheran Church, St. Paul, MN
- Rosetown American Legion Baseball Administrator
### 6. PROJECT TEAM

**BUSCH ARCHITECTS, INC & CONSULTANT: SGA GROUP, INC.**

<table>
<thead>
<tr>
<th>AMANDA N. MALDONADO</th>
<th>BOB J. GUNDERSON, ASLA, CLARB</th>
</tr>
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<tbody>
<tr>
<td><strong>DRAFTSMAN/INTERN</strong></td>
<td><strong>LANDSCAPE ARCHITECT</strong></td>
</tr>
<tr>
<td>Designer</td>
<td>President</td>
</tr>
<tr>
<td>Busch Architects, Inc.</td>
<td>SGA Group, Inc.</td>
</tr>
<tr>
<td>3 Years of Experience</td>
<td>30+ Years of Experience</td>
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**PROJECT RESPONSIBILITIES**

Mrs. Maldonado will be responsible for drafting and creating design visuals as required by the scope of work.

**REPRESENTATIVE PROJECTS**

- **Minneapolis Park & Recreation Board (MPRB) Kenwood Community Center Repair & Int. Improvements** – Minn., MN
- **MPRB Beltrami Park Re-Roofing** – Minneapolis, MN
- **MPRB Northside Service Re-Roofing** – Minneapolis, MN
- **Cedar Riverside Opportunity Center** – Minneapolis, MN
- **UMD Lake Superior Hall Lobby & Housing Office Addition & Remodel** – Duluth, MN
- **UofM West Bank Skyway Window & Exterior Envelope Replacement** – Minneapolis, MN
- **St. Andrew’s Lutheran Church Addition & Remodel** – Mahtomedi, MN

**EDUCATION**

- University of Minnesota College of Design – B.S. in Architecture 2014; Masters of Architecture 2017

**ACTIVITIES/ASSOCIATIONS**

- University of Minnesota Alumni Association

**REGISTRATIONS**

Licensed Landscape Architect in Minnesota, CLARB certified.

**PROJECT RESPONSIBILITIES**

Mr. Gunderson will be responsible for landscape services and planning related to the scope of work.

**REPRESENTATIVE PROJECTS**

- **Camp Mantiou YMCA Redevelopment** - Monticello, MN
- **Campus Site Development** – Crystal, MN
- **MN Public Works Facility Sustainable Perimeter Buffer Development** – Minn., MN
- **Trail Renovation & Boardwalk Development** (w/ another firm) – Delano, MN
- **Park Suitability Study & Concept Plan**
- **Lincoln Athletic Complex** – Richfield, MN

**EDUCATION**

- U of PA Graduate School of Fine Arts – Masters of Landscape Architecture, 1981
- Iowa State University – Bachelor of Science in Landscape Architecture, 1976

**ACTIVITIES/ASSOCIATIONS**

- American Society of Landscape Architects
- Vice Chair for the Minnesota State Board of AELSLAGID
- Adjunct Professor (since 1991) - University of Minnesota College of Design
- Retired Military Officer—Recipient of the Bronze Star Medal, Meritorious Service Medal, & Combat Action Badge
Bloomington Parks and Recreation
Randy Quale, Director
1800 W. Old Shakopee Road
Bloomington, MN 55435
rquale@bloomingtonmn.gov
952.563.8876

Richfield Parks and Recreation
Jim Topitzhofer, Recreation Services Director
7000 Nicollet Avenue
Richfield, MN 55423
Direct: 612.861.9394
jtopitzhofer@cityofrichfield.org

Roseville Parks and Recreation Projects
Jeff Evenson,
Superintendent of Parks & Planning
12951 Weaver Lake Rd
Maple Grove, MN 55369
jevenson@maplegrovemn.gov
763.494.6500
LINCOLN ATHLETIC COMPLEX RENOVATION

Richfield, MN

Busch provided the design and planning for improvements including 4 new softball/baseball fields, parking for 75 cars, emergency vehicle access, protected play area, and new concessions & restroom building.

CONTACT:

Jim Topitzhofer
Recreation Services Director
City of Richfield
612.861.9394

COMPLETED: 2009 - 2010

RELATION TO SOUTH GROVE MASTER PLAN:
This project involved the planning and construction of elements similar to those that will be a part of the Master Plan for South Grove, providing our firm with experience understanding what considerations are necessary in planning for new recreation fields and various other supporting amenities.
8. RELATED PROJECT EXPERIENCE

RED HADDOX CONCESSION/RESTROOM BUILDING

Bloomington MN

A new concessions/restroom building was designed to bring much needed amenities to one of the premier baseball fields in the south suburbs. The building is designed to be welcoming, durable, and to host a variety of concession needs on game day. The sloped roof was chosen in order to shed foul balls from the nearby fields.

CONTACT:

Greg Boatman
Parks & Recreation
City of Bloomington
952.563.8877

COMPLETED: 2014

RELATION TO SOUTH GROVE MASTER PLAN:

This project involved the planning for a new building that had to fit into designated space and feel consistent with previous projects and improvements. That experience gives our firm insight into how to develop project Phases and considerations that go into designing/planning new amenities so they work with and enhance existing amenities.
SOUTH GROVE RECREATION COMPLEX: MASTER PLAN DEVELOPMENT

8. RELATED PROJECT EXPERIENCE

BUSCH ARCHITECTS, INC.

DUNNING STADIUM
RECREATION BUILDING &
STADIUM REMODEL

St. Paul, MN

New amenities were provided with the construction of a 10,000 sq. ft. multi-use recreation building including a community room, art room, warming room, game room, kitchen, restrooms, offices, and recreation room. The new building was located near the existing stadium, allowing both to share a common entry plaza and providing users with easy access to the neighboring playground.

The stadium was remodeled in order to provide handicap accessibility, a new entry, and various updates to prolong its life. New stadium restrooms were housed in a new entry that welcomes visitors while recalling the stadium's history.

CONTACT:
Jody Martinez
St. Paul Parks & Rec.
651. 266.6424

COMPLETED: 2002

RELATION TO SOUTH GROVE MASTER PLAN:
This project gave our firm experience in designing/planning for both new and old facilities with year round functionality and preserves the history of the community they serve.
SOUTH GROVE RECREATION COMPLEX: MASTER PLAN DEVELOPMENT

8. RELATED PROJECT EXPERIENCE

SGA, Inc.

BERTRAM CHAIN OF LAKES REGIONAL PARK CONCEPT PLAN
Monticello, MN

The city of Monticello in conjunction with Wright County was acquiring and seeking to develop more than 1200 acres natural woodlands, wetlands, and prairie along a chain of four lakes into a combination of natural landscape and active park spaces. SGA was brought in to prepare a master concept plan that included all the desired park amenities such as recreation areas, park shelters, walking trails, camp sites, parking, and much more.

CONTACT:
Marc Mattice
Director of Parks & Rec
763.682.7693
SAMPLE OF STANDARD CONTRACT FOR SERVICES

Following this page is a draft version of an AIA “B102 Standard Form of Agreement Between Owner and Architect.”
AGREEMENT made as of the «day» of «month» in the year «year»
(In words, indicate day, month and year.)

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

«name» «legal status» «address»
«name» «legal status» «address»
«name» «legal status» «address»
«name» «legal status» «address»

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

«name» «legal status» «address»
«name» «legal status» «address»
«name» «legal status» «address»
«name» «legal status» «address»

for the following (hereinafter referred to as “the Project”):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

«South Park MI MN»
«name»
«name»

The Owner and Architect agree as follows.
# TABLE OF ARTICLES

1. **ARCHITECT’S RESPONSIBILITIES**
2. **OWNER’S RESPONSIBILITIES**
3. **COPYRIGHTS AND LICENSES**
4. **CLAIMS AND DISPUTES**
5. **TERMINATION OR SUSPENSION**
6. **COMPENSATION**
7. **MISCELLANEOUS PROVISIONS**
8. **SPECIAL TERMS AND CONDITIONS**
9. **SCOPE OF THE AGREEMENT**

## ARTICLE 1 ARCHITECT’S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect’s services or identify an exhibit or scope of services document setting forth the Architect’s services and incorporated into this document in Section 9.2.)

« »

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

« »

« »

« »

« »

« »

« »

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

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.
§ 1.5.1 Commercial General Liability with policy limits of not less than « » ($« ») for each occurrence and « » ($« ») in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » ($ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers’ Compensation at statutory limits.

§ 1.5.5 Employers’ Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER’S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.

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

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
§ 2.4 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.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

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

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 4.1.1.

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

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation
§ 4.2.1 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.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

( Check the appropriate box. )

[ « » ] Arbitration pursuant to Section 4.3 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.

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

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

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

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

§ 4.3.4 Consolidation or Joinder

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

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

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

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

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.
§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

«»

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

«»

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

(Check the appropriate box.)

[ « ] One year from the date of commencement of the Architect’s services

[ « ] One year from the date of Substantial Completion

[ « ] Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

«»

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect’s services.

§ 5.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

« »

§ 6.2 Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 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
§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus « » percent ( « » %) of the expenses incurred.

§ 6.2.3 Architect’s Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

« » % « »

§ 6.3 Payments to the Architect
§ 6.3.1 Initial Payments
§ 6.3.1.1 An initial payment of « » ($ « ») 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.

§ 6.3.2 Progress Payments
§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid « » ( « » ) 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.)

« » % « »

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

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 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.

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

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

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Owner 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

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

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)
ARTICLE 9  SCOPE OF THE AGREEMENT

§ 9.1 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.

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

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[«»] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204–2017 incorporated into this Agreement.)

[«»] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

[«»]

.4 Other documents:

(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)

[«»]

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

[«»]

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

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