

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [] day of [] in the year []
(In words, indicate day, month and ~~year-~~year)

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

[]
~~address and other information~~

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas
4505 South Maryland Parkway
Box
Las Vegas, Nevada 89154-

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

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

[]
AIA Form Docs
n/a
N/A

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.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

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

- .1 Commencement of construction date:



- .2 Substantial Completion date:



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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. With reference to the Project, Architect agrees with Owner as follows: (a) in the performance of services Architect shall utilize Architect's professional efforts, skill, judgment and abilities in accordance with the common law standard of care for Architects and in a manner which is consistent with locally accepted standards for professional skill and care; (b) Architect shall perform services with respect to the Project in compliance, to the best of Architect's knowledge, information and belief, with applicable laws, regulations, codes and order of governmental bodies having jurisdiction; (c) Architect shall specify usage of only suitable materials for the Project; and (d) the Project, if built in compliance with the design and Construction Drawings, will comply, to the best of Architect's knowledge, information and belief with applicable laws, regulations, codes, ordinances and orders of governmental bodies. The Architect represents to the Owner that the Architect is financially solvent and possesses sufficient license, authority and personnel to complete the services required hereunder. Architect will correct those services not performed consistent with the foregoing standards without any additional compensation of any sort.~~

~~Architect has submitted prior to entering into this Agreement a Project organization chart setting out Architect's personnel, and their responsibilities in connection with this Project, which Architect proposes to use in connection with the performance of its services on this Project. If, at any time after entering into this Agreement, Owner has any reasonable objection to any personnel or consultant employed by Architect proposes to use in connection with this Project, Architect shall promptly propose substitutes to whom the Owner has no reasonable objection.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Owner shall have the right to rely on all communications of such representative without any further inquiry or investigation by Owner.

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

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

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

~~.1 — General Liability~~

~~.2 — Automobile Liability~~

§ 2.6 INSURANCE

§ 2.6.1 The Architect shall provide and maintain, or cause to be provided and maintained in the case of subconsultants to the Architect, insurance acceptable to the Owner based on the structure, contracting relationship and scope/risk assignment of the Architect and its Consultants and Licensed/Professional Design Subcontractors. All such insurance shall be in compliance with the terms and conditions of this Agreement.

The Architect and its Consultants and Licensed/Professional Design Subcontractors shall procure and maintain the following insurance at their respective own and sole expense:

1. Commercial General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

2. Automobile liability insurance in the amount of \$1,000,000 Combined Single Limit per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
3. Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from the Owner. All contractors providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
4. Professional Liability in the amount of \$1,000,000 per claim and \$3,000,000 aggregate minimum.
5. In addition to Professional Liability Insurance specified in 2.6.1.4, for construction cost between \$1,000,000 and \$9,999,999, limit of liability shall be \$13,000,000 project specific/dedicated limit per claim/aggregate. For construction cost between \$3,000,000 and \$9,999,999 limit of liability shall be \$3,000,000 project specific/dedicated limit per claim/aggregate. For construction cost over \$10,000,000, limit of liability shall be \$5,000,000 project specific/dedicated limit per claim/aggregate.
 - a. Retroactive date must be prior to commencement of the performance of this agreement.
 - b. The discovery period is to be three (3) years after termination date of contract. A thirty six month (36) Supplemental Extended Reporting Period must be endorsed to the insurance policy.
 - c. The Board of Regents on behalf of UNLV shall not be added as an additional insured on contractor's professional insurance policies.

§ 2.6.2 Parties contracting directly with the Owner must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available.

§ 2.6.3 The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability, and Excess/Umbrella policy with the exception of Professional Liability Insurance by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

§ 2.6.4 Loss Payee: The Board of Regents of the Nevada System of Higher Education on behalf of UNLV shall be named as loss payee as respects their interest in any property that the Architect has an obligation to insure on behalf of the Board of Regents of the Nevada System of Higher Education on behalf of UNLV.

§ 2.6.5 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that, without sixty (60) days prior written notice to UNLV, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered. The endorsement shall also provide that notices required by this paragraph be sent by certified mail to the Owner and their Risk Management and Safety Department. A copy of this signed endorsement must be attached to the Certificate of Insurance.

§ 2.6.6 Each insurance policy shall be:

- .1: Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- .2: Currently rated by A.M. Best as A - IX or better.
- .3: Until such time as the insurance is no longer required by the Board of Regents of the Nevada System of Higher Education on behalf of UNLV, contractors shall provide the Owner with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as contractor has knowledge of any such failure, contractor shall immediately notify the Owner and immediately replace such insurance or bond with insurance or bond meeting the contract requirements.

§ 2.6.7 Evidence of Insurance: Prior to the start of any work the architect must provide the following documents to the Owner:

- .1 Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to UNLV to evidence the insurance policies and coverage required of contractor.
- .2 Additional Insured Endorsements: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- .3 Policy Cancellation Endorsement.
- .4 Waiver of Subrogation Endorsement.
- .5 Endorsement reflecting the contractor's insurance is primary over any other applicable insurance.
- .6 Loss Payee Endorsement.

§ 2.6.8 Insurance maintained by Architects shall apply on a first dollar basis without application of a deductible or self-insured retention, which shall not exceed \$5,000.00 per occurrence unless otherwise specifically agreed to by the Owner. Such approval shall not relieve Architect's from the obligation to pay any deductible or self-insured retention.

§ 2.6.9 Any insurance or self-insurance available to the Board of Regents of the Nevada System of Higher Education on behalf of UNLV shall be in excess of and non-contributing with any insurance required.

§ 2.6.10 The insurance as specified shall not be cancelled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the Owner. A copy of this signed endorsement must be attached to the certificate of insurance.

§ 2.6.11 The Architect and it's Consultants shall ~~shall file with the Contractor~~ make available to the Owner, upon request by the Owner, at Architect's expense a copy of each policy and/or loss history related to insurance coverage required by Article 2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary ~~structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services: services in the following disciplines: civil engineering, structural engineering, mechanical/plumbing engineering, electrical engineering, landscape architecture and design; architectural interior design, low voltage lighting design, audio-visual systems design, detailed cost estimating, "as-constructed" record drawings, telecommunications/data design and sustainable design. Services not set forth in Article 3 are Additional Services. Architect shall be responsible for the coordination of drawings and technical documents relating to Architect's design and used on the Project regardless of whether prepared by Architect or Architect's consultants. Architect shall be responsible for the completeness and accuracy of all Drawings and Specifications prepared by Architect and for compliance with applicable codes, ordinances, regulations, laws and statutes.~~

Owner shall have the right to disapprove any portion of the Architect's services on the Project, including but not limited to, Schematic Design Phase, Design Development Phase, Construction Documents Phase, and any other design services or documents, on any reasonable basis, including, but not limited to, aesthetic, or because, in Owner's opinion, the cost of construction of such design is likely to render the Project infeasible. In the event that any phase of the Architect's services is not approved by Owner, the Architect shall proceed, when requested by Owner in writing, with revisions to the design services or documents prepared for the phase to satisfy Owner's objections. These revisions will be made without adjustment to the compensation provided for hereunder unless revisions are made to drawings previously approved, in which case, such revision services shall be paid as additional services. Should there be substantial revisions to the original program after approval of Schematic Design Phase Drawings which materially increases or decreases the scope of the design services to be furnished hereunder, Architect shall so notify the Owner in writing and receive approval from Owner before proceeding with revisions necessitated by such changes.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval agreement and which agreement shall not be unreasonably withheld.

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

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Architect shall make presentations to explain the design of the Project to such parties as reasonably requested by Owner.

§ 3.1.7 The Architect shall comply with all project planning, design, sustainability, operations and procedures standards of the Owner, and will not deviate from these standards unless agreed upon in writing by the Owner in accordance with Owner's Standards.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. Preliminary Design documents, services, materials and deliverables shall meet the requirements of the Owner's Standards.

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4, responsible/sustainable design services not included in the Basic Services of this Agreement.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate shall be prepared by an independent third-party cost estimator determined by the Architect, with Owner's consent, and shall be a part of the Basic Services of this Agreement.

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Design Development documents, services, materials and deliverables shall meet the requirements of the Owner's Standards.

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

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. This estimate shall be prepared by an independent third-party cost estimator determined by the Architect, with Owner's consent, and shall be a part of the

Basic Services of this Agreement. Unless agreed to by the Owner and the Architect, the cost estimator shall be the same estimator who prepared the estimate for the Cost of the Work Schematic Design.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

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

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

§ 3.5.3 ~~NEGOTIATED PROPOSALS~~[Intentionally Omitted]

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~[Intentionally Omitted]

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, as modified, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Architect represents that it has reviewed such AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified, and agrees to perform all of Architect's obligations and duties required of the Architect relative to that document.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. ~~The Architect shall provide warranty walk services as a part of the Basic Services of this Agreement.~~

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect ~~and its consultants, as appropriate to the construction work being performed as applicable to the consultants scope of services,~~ shall visit the site at intervals appropriate to the stage of construction, ~~weekly minimum,~~ or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing ~~within any time limits agreed upon or otherwise with reasonable promptness.~~ ~~with reasonable promptness, not to exceed 14 days.~~

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201-2007, A201-2007 as modified,~~ the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such ~~amounts~~ ~~amounts within 14 days of Contractor's application for payment.~~ The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. Approval or comments by the Architect shall be made with reasonable promptness, not to exceed 14 days. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Architect shall be responsible for determining what aspects of the Work shall be the subject of shop drawings and submittals. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals.~~ professionals unless Architect knows that such certifications or approvals are not correct.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing ~~within any time limits agreed upon, or otherwise with reasonable promptness.~~ with reasonable promptness, not to exceed 14 days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The ~~Architect~~ Architect, with Owner consent, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change and provide to Owner for review.

With the Owner's approval, the Architect shall incorporate any estimates for changes in the Work by the Contractor into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion (with necessary punchlists prior to or as a part of Substantial Completion) and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 ~~Upon request of the Owner, and Three months~~ 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~~ performance (9 month walk).

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic ~~Services~~ Services, unless specified, but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. If the service is specified below as a Basic Service, the Architect shall include services in the Basic Services fee, inclusive of all consultants and other vendors necessary to provide the Basic Service as specified. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering	Basic Service	
§ 4.1.8 Landscape design	Basic Service	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Basic Service	
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating	Basic Service	
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record-As-designed record drawings		
§ 4.1.15 As-Constructed Record-As-constructed record drawings	Basic Service	
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design	Basic Service	
§ 4.1.21 Security Evaluation and Planning (B206™– 2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, Finishings, and Equipment Design (B253™–2007)		
§ 4.1.28 <u>Sustainable Design in coordination with Owner’s Standards and Policies</u>	Basic Service	
§ 4.1.29 <u>Low Voltage Lighting Design</u>	Basic Service	
§ 4.1.29 <u>Audio-Visual Systems Design</u>	Basic Service	
§ 4.1.31 <u>Preparation for, and attendance at, a public presentation, meeting or hearing, as required by the project</u>	Basic Service	

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

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

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

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

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

- .1 ~~Reviewing Excessive reviewing of~~ a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to ~~the excessive~~ Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; [Intentionally Omitted]~~
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or [Intentionally Omitted]~~
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ~~60~~ 120 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is ~~earlier-earlier, outside of addressing issues relative to the Architect's scope of services in terms of scope, delivered item, or non-compliance, non-performance or late delivery of the Work based on Architect's services. This period shall also exclude the 9 month walk or any warranty walk services.~~

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

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

- .2 () visits to the site by the Architect over the duration of the Project during construction
- .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 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () 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. 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 to the Architect.~~

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~Architect shall assist Owner in such updates to ascertain that costs are in line with the Budget.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. ~~The Architect will not reasonably withhold agreement.~~

§ 5.3 The Owner shall ~~identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. designate in writing a representative authorized (the Owner's Project Manager) to whom all matters requiring the Owner's approval or authorization shall be submitted. This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate.~~

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. It is specifically understood that Owner shall have no obligation to investigate for the purpose of becoming aware of any faults or defects. The duty of the Owner is limited only to such faults or defects that come to the knowledge of Owner's representative.

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

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. No other costs shall be included in the Cost of the Work, including without limitation, Owner's overhead, land costs, financing costs and marketing costs.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the ~~Architect, represent the Architect's Architect and it's consultants, including the approved independent cost consultant, represent the Architect's and its consultants,~~ judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect and it's consultants, including the approved independent cost consultant, shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; ~~to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents Documents, with Owner consent,~~ alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's ~~estimate and it's consultants, including the approved independent cost consultant,~~ estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4. Detailed cost estimating services, shall be provided as a Basic Service of this Agreement.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the ~~Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement-Project.~~ The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the ~~Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.Project.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A201-2007, A201-2007 as modified~~, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ~~ARBITRATION~~ [Intentionally Omitted]

§ 8.3.1 [Intentionally Omitted]

§ 8.3.1.1 [Intentionally Omitted]

§ 8.3.2 [Intentionally Omitted]

§ 8.3.3 [Intentionally Omitted]

§ 8.3.4 ~~CONSOLIDATION OR JOINDER~~ [Intentionally Omitted]

§ 8.3.4.1 [Intentionally Omitted]

§ 8.3.4.2 [Intentionally Omitted]

§ 8.3.4.3 [Intentionally Omitted]

§8.4 INDEMNITY

To the fullest extent permitted by law the Architect shall indemnify and hold harmless the Owner, Contractor, Contractor's and Owner's respective consultants/subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and other costs of litigation, arising directly or indirectly out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Architect, the Architect's subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement. Architect shall provide Owner with written notification as to any circumstances to which may give rise to an Owner indemnification promptly after Architect becomes aware of such circumstances. The provisions of this section shall survive the completion of the Work or earlier termination of the Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the Architect is to receive such notice, the Architect shall take immediate action to mitigate any damage or additional expense.

§ 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~~cause or for non-appropriation of funds. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Owner, this Agreement shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Architect. Upon receipt of such notice, the Architect shall take immediate action to mitigate any damage or additional expense.

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 ~~The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. Use of Owner name and/or logo in advertising: Architect acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), UNLV, the UNLV Logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Agreement, without the prior written approval of the Owner.~~

Confidentiality: Architect acknowledges that any materials and/or data that may result from its efforts, as related to this Agreement, are the property of the Owner, and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of the Owner. Architect acknowledges that the Owner would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without the Owner's prior written approval. Architect agrees to indemnify the Owner for any negligent or willful conduct on the part of its employees regarding unauthorized release of the Owner's information submitted for imaging.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 No Waiver: No action or failure to act by the Owner or Architect shall constitute a waiver of any right or duty afforded under this agreement, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

§ 10.10 Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

§ 10.11 Invalidity: If any one or more of the provisions (or any part thereof) contained in the Agreement are for any reason held to be illegal, invalid or otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision (or part thereof) of this Agreement.

§ 10.12 No Limitation: Unless expressly stated otherwise herein, the duties and obligations imposed upon the parties under this agreement, and the rights and remedies available hereunder shall be in addition to and not a limitation of, any duties imposed or available at law or in equity.

§ 10.13 Time Limits: Time limits set out in or under this Agreement are solely for the protection and benefit of the Owner and Architect and create no third-party beneficiary rights in any other party.

§10.14 Facsimile Signatures: Any signature of or pursuant to this Agreement shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall be subsequently be confirmed by an original re-execution.

§10.15 This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and negotiations with respect to the subject matter thereof.

§10.16 Owner is the sole party liable for Owner's obligations under this Agreement and no officer or board member of Owner shall be liable in any way with respect to this Agreement and any actions on their part shall not create any liability under this Agreement.

§10.17 SUCCESSORS AND ASSIGNS The Owner and Architect respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as specifically provided elsewhere in this Contract, neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other. If either party attempts to make such an assignment without such consent, such assignment shall not be effective and shall constitute a default under the Contract. Any party assigning its interest pursuant to properly granted consent of the other party shall nevertheless remain legally responsible for all obligations under the Contract.

§10.18 Architect shall advise Owner where any royalties and license fees required to be paid for the use of a particular design, process or product required by the Design and/or Contract Documents. Architect shall provide alternative and recommendations to accomplish the Project objectives without the use of a particular design, process or product that requires any royalties and license fees required to be paid. Where any royalties and license fees are required to be paid, Architect shall account for these costs in all cost estimates for the Project. If Architect's or its Consultants services require the payment of any royalty or license fees, these royalties or license fees shall be a part of the Architect's Basic Services Fee and Compensation. If a royalty or license fee is not paid by the Architect or its Consultants, for the use of a particular design, process or product required by the Design and/or Contract Documents, the cost of defending suits or claims of infringement of patent rights arising from such requirement of the Design and/or Contract Documents and payments made in accordance with legal judgments against the Architect or its Consultants resulting from such suits or claims and payments of settlements shall be the responsibility of the Architect. The provisions of this §10.18 shall survive the completion of the Work or earlier termination of the Agreement.

ARTICLE 11 COMPENSATION

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

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

The Architect agrees to provide services for a Stipulated Sum of \$ cost of basic fees and expanded services plus itemized reimbursable expenses. The University agrees to pay the Architect in installments based upon progress as follows:

<u>Basic Services</u>	<u>% of Fee</u>	<u>Cost</u>
<u>Program Refinement</u>	<u>%</u>	<u>\$</u>
<u>Schematic Design</u>	<u>%</u>	<u>\$</u>
<u>Design Development</u>	<u>%</u>	<u>\$</u>
<u>Construction Documents</u>	<u>%</u>	<u>\$</u>
<u>Bidding Phase</u>	<u>%</u>	<u>\$</u>
<u>Construction Administration Phase</u>	<u>%</u>	<u>\$</u>
<u>Total, Basic Services</u>		<u>\$</u>
<u>Expanded Services</u>		<u>\$</u>
<u>Expanded Services</u>		<u>\$</u>
<u>Reimbursable Expenses</u>		<u>\$</u>
<u>Total, Basic and Expanded Services plus Reimbursable Expenses</u>		<u>\$</u>

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

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

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

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

§ 11.5 [Intentionally Omitted]

<u>Schematic Design Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Design Development Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Construction Documents Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Bidding or Negotiation Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Construction Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.10.3 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences,~~ Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 ~~Postage, handling and delivery;~~ Expedited delivery services (i.e. Fedex or Courier services);
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner;~~ Owner and not included in any Basic, Additional or Expanded Fee including in this Agreement;
- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~ [Intentionally Omitted]
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office ~~expenses;~~ expenses.
- .11 ~~Other similar Project-related expenditures;~~ [Intentionally Omitted]

§ 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 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, ~~the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Owner's payment to the Architect for services provided by the Architect up to the date of termination shall grant the Owner per Article 7 from the Architect, and its consultants, a nonexclusive license to use the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project.~~

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 ~~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.~~ [Intentionally Omitted]

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~()~~ 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)~~ within 30 days of receipt of an accurate and approved Architect's invoice.

Interest on any amounts due from Owner to Architect, or from Architect to Owner, as the case may be, shall bear interest from the date due until paid at a rate equal to the lesser of (i) six percent (6%) per annum, (ii) that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Owner shall determine) or (iii) the maximum interest rate permitted by law.

~~%~~ per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect.

Notwithstanding anything contained in this Agreement to the contrary, Owner shall not be obligated to make any payment (whether a monthly payment or Final Payment) to the Architect hereunder after notification in writing to the Architect, within 30 days of receipt of the Owner's receipt of the Architect's approved invoice, of the existence of any one or more of the following conditions and the failure of the Architect to cure such condition(s) within 14 days of such notification: (1) Architect is in default of any of its material obligations hereunder or otherwise in default under this Agreement; (2) any part of such payment attributable to services which are not performed in accordance with this Agreement; (3) Architect has failed to make payment promptly to consultants or other third parties used in connection with the services for which Owner has made payment to the Architect; Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding, proceeding, or (5) Owner, in its good faith judgment, reasonably determines that the portion of the compensation then remaining unpaid for a particular phase of the services of the Architect shall not be sufficient to complete the phase in accordance with the Agreement. No additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the services so that such portion of the compensation then remaining unpaid is reasonably determined by Owner to be sufficient to so complete the services. All amounts not in dispute shall be timely paid to Architect per 11.10.2 herein. If Owner fails to timely dispute any invoice per the terms herein, then the invoices shall be timely paid in full.

Architect shall present each month a statement of Additional Services and Reimbursable Expenses incurred for the preceding month based upon Owner approval for Additional Services. Architect expressly waives any right to payment for Additional services which are not billed by Final Completion Date. Unless otherwise expressly authorized by Owner, all monthly bills for Basic Services, Reimbursable Expenses and Additional Services shall be delivered to the Owner in a consolidated itemized statement.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 WAIVERS OF SUBROGATION

Subrogation must be waived against the Board of Regents of the Nevada System of Higher Education on behalf of UNLV.

§ 12.2 SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

1. ~~The Nevada System of Higher Education supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (MWDBE) to compete for contracts awarded by NSHE.~~

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NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSHE supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.

2. For purchase of goods or services that exceed \$1,000,000 the Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE business concerns and local subcontractors. These reports pertain only to expenditures that are directly attributable to the NSHE prime contract. The report should contain the following information:

- a. The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
- b. A description of the goods or services purchased; and
- c. The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.

3. Definitions:

Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

AIA Document B101™-2007, Exhibit A, as modified, UNLV Design, Construction and Sustainability Standards

INSERT APPROPRIATE SIGNATURE PAGE!

SIGNATURE PAGE FOR OVER \$1 MLLION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(Printed name and title)

(2) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF
OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

(3) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)
Gerry J. Bomotti
Senior Vice President of Finance and Business

**(4) OWNER – BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS
VEGAS**

DATE RECOMMENDED: _____

(Signature)
Donald D. Snyder
President

(5) APPROVED AS TO LEGAL FORM:

DATE: _____

BY: _____
(Signature)
Elda Luna Sidhu, General Counsel

**(65) OWNER –
NEVADA SYSTEM OF HIGHER EDUCATION**

DATE APPROVED: _____

(Signature)
Daniel J. Klaich
Chancellor, Nevada System of Higher Education

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SIGNATURE PAGE FOR OVER \$400,000 UP TO & INCLUDING \$1 MILION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

(1) CONTRACTOR

(2) OWNER - BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE APPROVED: _____

DATE RECOMMENDED: _____

(Signature)

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

(3) OWNER - BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

Gerry J. Bomott
Senior Vice President of Finance and Business

(4) OWNER - BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE APPROVED: _____

(Signature)

Donald D. Snyder
Neal J. Smatresk
President

APPROVED AS TO LEGAL FORM:

DATE:

BY:

(Signature)

Elda Luna Sidhu, General Counsel

SIGNATURE PAGE FOR UP TO & INCLUDING \$400,000

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(Printed name and title)

(2) OWNER - BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

(3) OWNER - BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE APPROVED: _____

(Signature)
Gerry J. Bomotti
Senior Vice President of Finance and Business

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