

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Twenty

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

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

City of Allen, a Texas Home-Rule Municipality
305 Century Parkway
Allen, Texas 75013

Telephone Number: General Telephone: (214) 509-4100

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

Keith E Hayes
3457 Ringsby Court
Unit 200
Denver, Colorado 80216
Telephone Number: 3034551366

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

Stephen G. Terrell Recreation Center
Allen, Texas

The project involves the design of a new multi-generational recreation center and adjacent site along Exchange Parkway near Rowlett Creek in Allen, Texas. The initial phase of the project includes a new ~149,000 SF community recreation facility and site development of approximately 29 acres. Both the building and the site have been master planned for future expansion and improvements based on the Feasibility Study dated 11/5/2019.

The initial phase of the recreation center is developed as three primary program areas: a recreation center, competition gymnasium, and community focused area. It includes multiple gymnasiums, fitness areas, suspended walk/jog track, classrooms and team rooms, administrative functions, a café, large indoor play structure, and lobby/gathering social areas. The building is envisioned to be primarily on one level with the fitness center and track above and will be unlimited area built with Type IIB construction.

The site improvements will directly support the recreation center with parking, utilities, outdoor gathering areas, and walking paths that will connect the initial phase site work to a trail network along Rowlett Creek.

ADDITIONS AND DELETIONS:

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

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

The total project budget is \$54,000,000 and the construction budget for the initial phase is \$44,100,000.

The project will be delivered using a request-for-proposal delivery method and bidding and construction will be based on 100% Construction Documents.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The project involves the design of a new multi-generational recreation center and adjacent site along Exchange Parkway near Rowlett Creek in Allen, Texas. The initial phase of the project includes a new ~149,000 SF community recreation facility and site development of approximately 29 acres. Both the building and the site have been master planned for future expansion and improvements.

The initial phase of the recreation center is developed as three primary program areas: a recreation center, competition gymnasium, and community focused area. It includes multiple gymnasiums, fitness areas, suspended walk/jog track, classrooms and team rooms, administrative functions, a café, large indoor play structure, and lobby/gathering social areas.

§ 1.1.2 The Project's physical characteristics:

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

The building is envisioned to be primarily one level with the fitness center and track above and will be unlimited area built with Type IIB construction.

The site improvements will directly support the recreation center with parking, utilities, outdoor gathering areas, and walking paths that will connect the initial phase site work to a trail network along Rowlett Creek.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The total project budget is \$54,000,000 and the construction budget for the initial phase is \$44,100,000.

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

.1 Design phase milestone dates, if any:

See Exhibit C

Schematic Design: January - May 2020

Design Development: May - September 2020

Construction Documents: September 2020 - January 2021

Bidding and Procurement: January - February 2021

Contract Administration: March 2021 - November 2022

.2 Construction commencement date:

March 2021

.3 Substantial Completion date or dates:

November 2022

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The project will be delivered using a request-for-proposal delivery method and bidding and construction will be based on 100% Construction Documents.

(Paragraphs Deleted)

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1.1.6 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Eric Ellwanger, City Manager

305 Century Parkway

Allen, Texas 75013

Telephone Number: General Telephone: (214) 509-4100

Email Address: eellwanger@cityofallen.org

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

§ 1.1.8 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

Alliance Geotechnical Group
Michael D. Roland
3228 Halifax Street
Dallas, TX 75247
Telephone Number: 972.331.8809

.2

Other, if any:

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

Sparr Surveys
Brad Sparr
2553 County Road 722
McKinney, TX 75069
Telephone Number: 214.544.2297

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:

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

Craig Bouck
3457 Ringsby Court
Unit 200
Denver, Colorado 80216
Telephone Number: 303.455.1366

Email Address: craigbouck@brsarch.com

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

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

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Structural Engineer:

JQ Engineering
Akshai Ramakrishnan
100 Glass Street
Dallas, TX 75207
Telephone Number: 214.752.9098

.2 Mechanical Engineer:

ME Engineers

Init.

KEH /

Ed Hornfeck
14143 Denver West Parkway, Suite 300
Golden, CO 80401

Telephone Number: 303.421.6655

.3 Electrical Engineer:

ME Engineers
Ed Hornfeck
14143 Denver West Parkway, Suite 300
Golden, CO 80401

Telephone Number: 303.421.6655

.4 Civil Engineer

Pacheco Koch
Javier Jaramillo
7557 Rambler Road #1400
Dallas, TX 75231

Telephone Number: 972.235.3031

.5 Landscape Architect

Studio Outside
Andrew Duggan
824 Exposition Avenue, Suite 5
Dallas, TX 75226

Telephone Number: 214.954.7160

.6 Specifications Consultant

iBIM Solutions
Greg Markling
6885 N. Oracle Rd, Suite G
Tucson, Arizona 85704

Telephone Number: 303.775.9515

.7 Food Service Consultant

Food Service Design Professionals
Lance Brooks
2655 Villa Creek Drive, #233
Farmers Branch, TX 75234

Telephone Number: 972.245.5300

.8 Cost Consultant

Init.

KEH/

Blundall Associates, Inc.
Martyn Blundall
7223 Eagle Road, Suite 215
Fort Wayne, IN 46804

Telephone Number: 260.489.8444

.9 Envelope Consultant

Building Systems LLC
Mark Scott
1618 Perry Park Avenue
Larkspur, CO 80118

Telephone Number: 303.951.4982

.10 Accessibility Consultant / TAS Review

Barrier Free Texas, LLC
Robert Ferkin
3044 Old Denton Road - #1111 223
Carrollton, TX 75007

Telephone Number: 214.796.5218

§ 1.1.10.2 Consultants retained under Supplemental Services:

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

City of Allen Exchange Parkway Recreation Center Feasibility Study, November 5, 2019

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

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

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

Init.

KEH/

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1

Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Architect's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury (including death), and for property damage;

§ 2.5.2

Policy of automobile liability insurance covering any vehicles owned, non-owned, and/or operated by Architect, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

§ 2.5.3 The Architect may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

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

§ 2.5.7

All policies of insurance shall be endorsed and contain the following provisions: (1) name the Owner, its officers, and employees as additional insureds as to all applicable coverage with the exception of Worker's Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Owner for cancellation of the insurance; (3) provide for a waiver of subrogation against the Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for

Professional Liability Insurance. Architect shall provide written notice to the Owner of any material change of or to the insurance required herein.

§ 2.5.8

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

§ 2.5.9

A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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.

§ 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 written 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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 written 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

§ 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 Procurement 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, all in compliance with State law.

§ 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. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.5.2.4 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™-2017, General Conditions of the Contract for Construction, as said document may be revised by Owner.

§ 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. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Architect shall provide written notice of any minor changes in the Work authorized herein to the Owner. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work and make them available to Owner upon request.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to 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 Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided

Init.

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	See Note 1
§ 4.1.1.22	Security evaluation and planning	See Note 2
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	See Note 3

§ 4.1.2 Description of Supplemental Services

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

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

Note 1 IT Infrastructure and Wifi Systems: Design Team will include empty junction box, conduit and pathways with pull string to be noted on drawings. City and Design Team will coordinate required spaces in data rooms for equipment.

Note 2 Security / Access Control Systems: Design Team will provide full system design while working with Owner provided vendor for Access Control, CCTV and Intrusion Detection systems.

Note 3 CATV, Sound, A/V, Paging and Background Music Systems: Design Team will provide full system design for CATV, intercom, overhead speakers, paging and music. Design Team will provide full system design while working with Owner provided vendor for A/V systems.

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

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

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement

, with prior written approval by Owner.

Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or 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.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

Architect shall proceed with the following Additional Services only with the prior written approval of the Owner.

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seventy-five (75) visits to the site by the Architect during construction

Init.

- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 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. The Owner Designates Mr. Eric Ellwanger, City of Allen, City Manager as the Owner's Representative.

§ 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 other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

(Paragraph Deleted)

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

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 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.

§ 5.9 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.

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

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 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.

§ 5.13 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.

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

ARTICLE 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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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, with 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this 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.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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.

(Paragraph Deleted)

§ 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner.

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.

§ 8.2 Non-Binding Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding 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 non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The non-binding 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.)

(Paragraph Deleted)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 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.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

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

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner.

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

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

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

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; or (4) as required by law.

This Section 10.8 shall survive the termination of this Agreement.

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

§

10.10

The Architect agrees to publish milestone documents at the end of the SD and DD phases and at 50% CDs for the purpose of estimating and/or pricing. Other interim document sets are for design coordination and internal review only; publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

§ 10.11 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

§ 10.12 Assignment. The Architect may not assign this Agreement without the prior written consent of the Owner.

§ 10.13 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

§ 10.14 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

§ 10.15 Independent Contractor. It is understood and agreed by and between the Parties that the Architect in satisfying the conditions of this Agreement, is acting independently, and that the Owner assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Architect pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Owner. Architect shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

§ 10.16 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

With Copy to:

Attn: City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Architect:

Attn: Keith Hayes
Barker Rinker Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, Colorado 80216

§ 10.17 INDEMNIFICATION. Owner shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of the architect pursuant to this agreement. Architect hereby waives all claims against owner, its officers, agents and employees (collectively referred to in this section as "owner") for damage to any property or injury to, or death of, any person to the extent arising at any time and from any cause other than the negligence or willful misconduct of owner or breach of owner's obligations hereunder. Architect agrees to indemnify and save harmless owner from and against liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the architect's negligent performance of services under this agreement or by reason of any negligent act or omission on the part of architect, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of the owner, in whole or in part, in which case professional shall indemnify owner only to the extent or proportion of negligence attributed to architect as determined by a court or other forum of competent jurisdiction.) The architect's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by architect under this agreement. This provision shall survive the termination of this agreement.

§ 10.18 Prohibition of Boycott of Israel. Architect verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This section does not apply if Architect is a sole

proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Architect has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Full payment for services rendered, a lump sum not to exceed Three Million, Nine Hundred Twenty-One Thousand, Four Hundred Ninety Dollars (\$ 3,921,490.00)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

The lump sum consists of a base scope of service of \$ 3,789,740; potential additional services selected by the City of Allen and not part of the base scope valued at \$ 32,900; and a reimbursable expense budget of \$ 98,850

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

Architect will prepare a proposal or work will be done on an hourly basis per Architect's currently hourly rates at the time of additional services. These rates change in January of every year. [2020] hourly rates are shown in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. [2020] hourly rates are shown in Section 11.7

§ 11.4 Compensation for Supplemental and 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 follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as shown on the attached fee schedule for basic services and selected additional services, attached hereto and incorporated herein as Exhibit "A".

(Table Deleted)

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

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

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

Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of Principals and Staff at the following Billing Rates

Employee or Category	Rate (2020 Rates shown for reference)
Partner	\$ 230/ HR
Principal	\$ 200/ HR
Project Manager	\$ 195/ HR
Design Manager	\$ 135/ HR
Designer IV	\$ 140/ HR
Designer III	\$ 125/ HR
Designer II	\$ 110/ HR
Designer I	\$ 105/ HR
Administrative	\$ 145 /HR

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

(Paragraphs Deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payments

§ 11.9.1.1 An initial payment of N/A (\$ N/A) 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.

(Paragraph Deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

January 14, 2020 .

- .3 Exhibits:

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

Init.

(Paragraphs Deleted)

[] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

**Architect's Full Service Project Design Services Proposal dated December 12, 2019
including**

Exhibit A: Fee Summary for Basic Services and Selected Additional Services
Exhibit B: Hourly Rates
Exhibit C: Preliminary Schedule
Exhibit D: Project Site
G201-2013 dated 1/14/2020
G202-2013 dated 1/14/2020

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

OWNER (Signature)

Eric Ellwanger, City Manager
(Printed name and title)

ARCHITECT (Signature)

Keith E. Hayes, Partner
(Printed name, title, and license number, if required)

C. Bouck

Craig W. Bouck, Partner

ATTESTATION, Shelley B. George, City Secretary
Craig W. Bouck, Partner

APPROVAL AS TO FORM, Peter G. Smith, City Attorney

Init.

KEH /

Exhibit A: Fee Summary

Stephen G. Terrell Recreation Center - Allen, Texas

Scope of Services - Fee Allocation

Prepared 12/12/2019

Revised

Construction Budget

Building & Site Construction Cost \$ 44,100,000

Includes Owner budgets for the following:
On Site Construction; Building Construction;
and Contingencies for Site, Estimating and Construction
for the Initial Project Scope as Identified in the
Feasibility Study dated 11/5/19

Design Fee Allocation**Breakdown by Phase**

Base Design Services			Total	%*	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record - BRS Architecture			\$ 1,960,000	4.44%	\$ 431,200	\$ 548,800	\$ 431,200	\$ 78,400	\$ 470,400
Base - Building Design Consultants									
Structural Engineer - JQ			\$ 240,000		\$ 52,800	\$ 67,200	\$ 52,800	\$ 9,600	\$ 57,600
Mechanical, Electrical, Plumbing - MEE			\$ 400,000		\$ 88,000	\$ 112,000	\$ 88,000	\$ 16,000	\$ 96,000
Commissioning - MEE			\$ 60,000		\$ -	\$ -	\$ -	\$ -	\$ 60,000
Interior Design - BRS Interiors			\$ 180,000		\$ 39,600	\$ 50,400	\$ 39,600	\$ 7,200	\$ 43,200
Food Service - FDP			\$ 9,100		\$ 2,275	\$ 1,820	\$ 3,185	\$ 910	\$ 910
Specifications - iBIM			\$ 10,350		\$ -	\$ 5,175	\$ 5,175	\$ -	\$ -
TAS Review - BFT (Bldg & Site)			\$ 4,430		\$ 175	\$ 2,000	\$ 1,155	\$ -	\$ 1,100
Cost Estimating - B&A (Bldg & Site)			\$ 37,700		\$ 7,400	\$ 13,490	\$ 16,810	\$ -	\$ -
Base Bldg Consultant Sub Total			\$ 941,580	2.14%	\$ 190,250	\$ 252,085	\$ 206,725	\$ 33,710	\$ 258,810
Base - Site Design Consultants									
Civil Engineer - PK			\$ 121,000		\$ 25,000	\$ 35,000	\$ 50,000	\$ 3,500	\$ 7,500
Landscape Design - sO			\$ 197,000		\$ 43,340	\$ 55,160	\$ 43,340	\$ 7,880	\$ 47,280
Base Site Consultant Sub Total			\$ 318,000	0.72%	\$ 68,340	\$ 90,160	\$ 93,340	\$ 11,380	\$ 54,780
Floodplain Review & Adjustment									
Floodplain Spec. Services - Civil Engineer - PK			\$ 54,000		\$ 24,000	\$ 12,000	\$ -	\$ -	\$ 18,000
Floodplain Coord. - Landscape Design - sO (hourly)			\$ 29,000		\$ 11,000	\$ 9,000	\$ 9,000	\$ -	\$ -
Floodplain Consultant Sub Total			\$ 83,000	0.19%	\$ 35,000	\$ 21,000	\$ 9,000	\$ -	\$ 18,000
Trail Design & Coordination									
Environ. Spec. Services - Civil Engineer - PK			\$ 21,900		\$ 6,500	\$ 15,400	\$ -	\$ -	\$ -
Trail Design & CA - Landscape Design - sO			\$ 68,000		\$ 20,000	\$ 12,000	\$ 12,000	\$ 3,000	\$ 21,000
Trail Design Consultant Sub Total			\$ 89,900	0.20%	\$ 26,500	\$ 27,400	\$ 12,000	\$ 3,000	\$ 21,000
Additional Service Scope Items (Included in the Overall Fee)									
BRS Architecture / BRS Interiors									
Wayfinding/Signage & Graphics			\$ 44,000		\$ -	\$ 22,000	\$ 22,000	\$ -	\$ -
Furniture Selection & Procurement Assistance			\$ 59,600		\$ -	\$ 19,867	\$ 19,867	\$ -	\$ 19,866
Art Selection Assistance & Coordination			\$ 12,000		\$ 6,000	\$ 2,000	\$ 2,000	\$ -	\$ 2,000
Structural Engineer - JQ									
Enhanced BIM Modeling			\$ 18,000		\$ -	\$ -	\$ 18,000	\$ -	\$ -
Mechanical & Electrical - MEE									
Energy Modeling			\$ 40,000		\$ 8,800	\$ 11,200	\$ 8,800	\$ 1,600	\$ 9,600
Daylight Analysis			\$ 15,000		\$ 3,300	\$ 4,200	\$ 3,300	\$ 600	\$ 3,600
Acoustic Review & Recommendations			\$ 15,000		\$ 3,300	\$ 4,200	\$ 3,300	\$ 600	\$ 3,600
AV Design			\$ 52,000		\$ 11,440	\$ 14,560	\$ 11,440	\$ 2,080	\$ 12,480
Security			\$ 38,000		\$ 8,360	\$ 10,640	\$ 8,360	\$ 1,520	\$ 9,120
Telecom/Raceways			\$ 32,000		\$ 7,040	\$ 8,960	\$ 7,040	\$ 1,280	\$ 7,680
Specialty Lighting			\$ 15,000		\$ 3,300	\$ 4,200	\$ 3,300	\$ 600	\$ 3,600
PV Systems Coordination			\$ 10,000		\$ 2,200	\$ 2,800	\$ 2,200	\$ 400	\$ 2,400
Photometric Compliance Review			\$ 8,000		\$ -	\$ -	\$ -	\$ -	\$ 8,000
MEE Add Services Bundle Discount			\$ (29,300)		\$ (6,446)	\$ (8,204)	\$ (6,446)	\$ (1,172)	\$ (7,032)
Landscape Design - sO									
Ecology Systems Strategies (Urban Eco Plan)			\$ 18,600		\$ 12,000	\$ 3,300	\$ 3,300	\$ -	\$ -
City Site Development Plan Assistance			\$ 4,500		\$ 4,500	\$ -	\$ -	\$ -	\$ -
Envelope Design Review - BS LLC			\$ 5,860		\$ 1,289	\$ 1,641	\$ 1,289	\$ 234	\$ 1,406
Full Team - Record Documents			\$ 39,000		\$ -	\$ -	\$ -	\$ -	\$ 39,000
Inc. Add. Service Items Sub Total			\$ 397,260	0.90%	\$ 65,083	\$ 101,364	\$ 107,750	\$ 7,742	\$ 115,320

Total Overall Fee

\$ 3,789,740 8.59% * % of Construction Cost

Potential Additional Services NOT Included in contract

Structural Engineer - JQ								
Structured Main Level Slab if Req. by Geotech.	\$ 25,000		\$ 8,000	\$ 8,000	\$ 9,000	\$ -	\$ -	-
Add'l Design Meetings (Each Occurrence if Req.)	\$ 950							
Add'l Site Visits (Each Occurrence if Req.)	\$ 950							
Landscape Design - sO								
Engagement Assistance (Add'l Meetings if Req.)	\$ 6,000		\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	-
Subtotal of Potential Additional Services	\$ 32,900		\$ 10,000	\$ 10,000	\$ 11,000	\$ -	\$ -	-

Estimated Reimbursable Expense Budget

Breakdown by Phase

		SD cost	DD cost	CD cost	BN cost	CA cost
Total Budgeted Expenses	\$ 98,850	\$ 24,713	\$ 22,736	\$ 22,736	\$ 1,977	\$ 26,690

Assumptions:

- 1 Assumes design of a new Multigenerational Recreation Center of approximately 149,000 SF. Should the square footage amount change more than 10% the design and engineering fees will be adjusted accordingly.
- 2 Site is assumed to be free of environmental hazards and will not require clean up.
- 3 Geo-technical investigation and site surveying are provided by the Owner and are outside of this contract / scope of work.
- 4 Any traffic engineering studies, traffic signals, or improvements on Exchange Parkway will be provided by the City.
- 5 Project limits do not include work in adjacent public right-of-way. Work in these areas will be the responsibility of the City and coordinated to the extent the ROW design work follows the building project schedule.
- 6 Any zoning or plats will be done by the City of Allen and will not be part of this project.
- 7 Project limits are assumed to be approx. 29-30 acres as identified on the attached marked-up site plan for the initial phase in Exhibit D. The trails are identified as dashed yellow lines to outline their scope.
- 8 The design fees required for the floodplain work and the trails on the site are broken out at separate items above to help identify the scope for City review and funding allocation.
- 9 All fees for permits and jurisdictional approvals, site inspection fees, utilities and taxes have been excluded.
- 10 All printing of record drawings or required submittal documents can be provided as a reimbursable expense.
- 11 The proposal is based on Schematic Design starting in January 2020. Construction Documents are currently scheduled to be issued in early January 2021. Construction is anticipated to be complete by the end of the year 2022. See Exhibit D.
- 12 The Construction Documents for the building and the site are anticipated to be released in one package. Should an additional package be needed to accelerate the construction schedule, additional services will be required.
- 13 The project will be constructed by a Request-For-Proposal delivery method. Contractor Proposals will be based on the 100% Construction Documents.
- 14 Record documents coordinated with Contractor redlined drawings are included as an accepted Additional Service as identified above.
- 15 The project will be designed with energy efficiency measures and sustainable concepts, but there will be no LEED or other certification sought for this project.
- 17 Based on similar project designs in the area, a pier and grade beam foundation with slab on grade floors is anticipated. If a structured main level floor slab is required by the geotechnical report the fee for additional structural services above will need to be implemented due to the more complex design and engineering required.
- 18 Basic commissioning is provided by the Engineer of Record (EOR) as required by the 2018 IECC.
- 19 Levels of design and coordination for AV, Security, and Telecom/Raceways are per direction provided by the City.
- 20 A detailed project scope for each subconsultant will be provided in the final contract.

Additions and Deletions Report for AIA® Document B101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:54:14 ET on 01/02/2020.

PAGE 1

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Twenty

...

City of Allen, a Texas Home-Rule Municipality
305 Century Parkway
Allen, Texas 75013

Telephone Number: General Telephone: (214) 509-4100

...

Keith E Hayes
3457 Ringsby Court
Unit 200
Denver, Colorado 80216
Telephone Number: 3034551366

...

Stephen G. Terrell Recreation Center
Allen, Texas

The project involves the design of a new multi-generational recreation center and adjacent site along Exchange Parkway near Rowlett Creek in Allen, Texas. The initial phase of the project includes a new ~149,000 SF community recreation facility and site development of approximately 29 acres. Both the building and the site have been master planned for future expansion and improvements based on the Feasibility Study dated 11/5/2019.

The initial phase of the recreation center is developed as three primary program areas: a recreation center, competition gymnasium, and community focused area. It includes multiple gymnasiums, fitness areas, suspended walk/jog track, classrooms and team rooms, administrative functions, a café, large indoor play structure, and lobby/gathering social areas. The building is envisioned to be primarily on one level with the fitness center and track above and will be unlimited area built with Type IIB construction.

The site improvements will directly support the recreation center with parking, utilities, outdoor gathering areas, and walking paths that will connect the initial phase site work to a trail network along Rowlett Creek.

The total project budget is \$54,000,000 and the construction budget for the initial phase is \$44,100,000.

The project will be delivered using a request-for-proposal delivery method and bidding and construction will be based on 100% Construction Documents.

PAGE 3

The project involves the design of a new multi-generational recreation center and adjacent site along Exchange Parkway near Rowlett Creek in Allen, Texas. The initial phase of the project includes a new ~149,000 SF community recreation facility and site development of approximately 29 acres. Both the building and the site have been master planned for future expansion and improvements.

The initial phase of the recreation center is developed as three primary program areas: a recreation center, competition gymnasium, and community focused area. It includes multiple gymnasiums, fitness areas, suspended walk/jog track, classrooms and team rooms, administrative functions, a café, large indoor play structure, and lobby/gathering social areas.

...

The building is envisioned to be primarily one level with the fitness center and track above and will be unlimited area built with Type IIB construction.

The site improvements will directly support the recreation center with parking, utilities, outdoor gathering areas, and walking paths that will connect the initial phase site work to a trail network along Rowlett Creek.

PAGE 4

The total project budget is \$54,000,000 and the construction budget for the initial phase is \$44,100,000.

...

See Exhibit C

Schematic Design: January - May 2020

Design Development: May - September 2020

Construction Documents: September 2020 - January 2021

Bidding and Procurement: January - February 2021

...

Contract Administration: March 2021 - November 2022

...

March 2021

...

November 2022

...

The project will be delivered using a request-for-proposal delivery method and bidding and construction will be based on 100% Construction Documents.

...

§ 4.1.6 The Owner's anticipated Sustainable Objective for the Project:

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

...

§ 4.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

§ 4.1.7.1.6 The Owner identifies the following representative in accordance with Section 5.3:

...

Eric Ellwanger, City Manager
305 Century Parkway
Allen, Texas 75013
Telephone Number: General Telephone: (214) 509-4100

Email Address: cellwanger@cityofallen.org

...

§ 4.1.8 ~~The 1.1.7~~ The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

PAGE 5

§ 4.1.9.1.1.8 The Owner shall retain the following consultants and contractors:

...

Alliance Geotechnical Group

...

Michael D. Roland

...

3228 Halifax Street

...

Dallas, TX 75247

...

Telephone Number: 972.331.8809

...

.2 Civil Engineer:

...

.3—Other, if any:

...

Sparr Surveys

...

Brad Sparr

...

2553 County Road 722

...

McKinney, TX 75069

...

Telephone Number: 214.544.2297

...

§ 4.4.10-1.1.9 The Architect identifies the following representative in accordance with Section 2.3:

...

Craig Bouck
3457 Ringsby Court
Unit 200
Denver, Colorado 80216
Telephone Number: 303.455.1366

Email Address: craigbouck@brsarch.com

...

§ 4.4.14-1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

...

§ 4.4.14-1.1.10.1 Consultants retained under Basic Services:

...

IQ Engineering

...

Akshai Ramakrishnan

...

100 Glass Street

...

Dallas, TX 75207

...

Telephone Number: 214.752.9098

...

ME Engineers

PAGE 6

Ed Hornfeck

...

14143 Denver West Parkway, Suite 300

...

Golden, CO 80401

...

Telephone Number: 303.421.6655

...

ME Engineers

...

Ed Hornfeck

...

14143 Denver West Parkway, Suite 300

...

Golden, CO 80401

...

Telephone Number: 303.421.6655

...

.4 Civil Engineer

...

Pacheco Koch

...

Javier Jaramillo

...

7557 Rambler Road #1400

...

Dallas, TX 75231

...

Telephone Number: 972.235.3031

...

.5 Landscape Architect

...

Studio Outside

...

Andrew Duggan

...

824 Exposition Avenue, Suite 5

...

Dallas, TX 75226

Telephone Number: 214.954.7160

...

.6 Specifications Consultant

...

iBIM Solutions

...

Greg Markling

...

6885 N. Oracle Rd, Suite G

...

Tucson, Arizona 85704

...

Telephone Number: 303.775.9515

...

.7 Food Service Consultant

...

Food Service Design Professionals

...

Lance Brooks

...

2655 Villa Creek Drive, #233

...

Farmers Branch, TX 75234

...

Telephone Number: 972.245.5300

...

.8 Cost Consultant

PAGE 7

Blundall Associates, Inc.

...

Martyn Blundall

...

7223 Eagle Road, Suite 215

...

Fort Wayne, IN 46804

...

Telephone Number: 260.489.8444

...

.9 Envelope Consultant

...

Building Systems LLC

...

Mark Scott

...

1618 Perry Park Avenue

...

Larkspur, CO 80118

...

Telephone Number: 303.951.4982

...

.10 Accessibility Consultant / TAS Review

...

Barrier Free Texas, LLC

...

Robert Ferkin

...

3044 Old Denton Road - #1111 223

...

Carrollton, TX 75007

...

Telephone Number: 214.796.5218

...

§ 4.4.11-2.1.1.10.2 Consultants retained under Supplemental Services:

...

§ 4.4.12-1.1.11 Other Initial Information on which the Agreement is based:

...

City of Allen Exchange Parkway Recreation Center Feasibility Study, November 5, 2019

PAGE 8

§ 2.5.1 Commercial General Liability

...

with policy limits of not less than (\$) for each occurrence and (\$) Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Architect's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury (including death), and property damage for property damage;

...

§ 2.5.2 Automobile Liability

...

~~covering vehicles owned, and non-owned vehicles used, by the Architect Policy of automobile liability insurance covering any vehicles owned, non-owned, and/or operated by Architect, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than -(\$-) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;~~

...

§ 2.5.3 The Architect may achieve the required limits and coverage for ~~Commercial Comprehensive General Liability and Automobile Liability~~ through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

...

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

...

§ 2.5.7 Additional Insured Obligations To

PAGE 9

~~the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's. All policies of insurance shall be endorsed and contain the following provisions: (1) name the Owner, its officers, and employees as additional insureds as to all applicable coverage with the exception of Worker's Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Owner for cancellation of the insurance; (3) provide for a waiver of subrogation against the Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Architect shall provide written notice to the Owner of any material change of or to the insurance required herein.~~

...

§ 2.5.8

...
insurance policies and shall apply to both ongoing and completed operations. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

...
§ 2.5.8 The Architect shall provide certificates **2.5.9**

...
A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to the Owner that evidence compliance with the requirements in this Section 2.5 commencement of services and upon request by the Owner.

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

PAGE 10

§ 3.3.1 Based on the Owner's written 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

...
§ 3.3.1.1 As a service to the Owner, the Architect shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.

...
§ 3.4.1 Based on the Owner's written 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the 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.

PAGE 11

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

...

all in compliance with State law

...

...

...

§ 3.5.3 Negotiated Proposals

...

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

...

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

...

1—facilitating the distribution 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;

...

3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

...

4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

...

§ 3.5.3.3 **3.5.2.4** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 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™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction

...

, as said document may be revised by Owner.

PAGE 12

§ 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. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

PAGE 13

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

...

Architect shall provide written notice of any minor changes in the Work authorized herein to the Owner. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

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

...

and make them available to Owner upon request.

PAGE 15

§ 4.1.1.1	Programming	<u>Owner</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>

§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	See Note 1
§ 4.1.1.22	Security evaluation and planning	See Note 2
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	See Note 3

...

Note 1 IT Infrastructure and Wifi Systems: Design Team will include empty junction box, conduit and pathways with pull string to be noted on drawings. City and Design Team will coordinate required spaces in data rooms for equipment.

Note 2 Security / Access Control Systems: Design Team will provide full system design while working with Owner provided vendor for Access Control, CCTV and Intrusion Detection systems.

Note 3 CATV, Sound, A/V, Paging and Background Music Systems: Design Team will provide full system design for CATV, intercom, overhead speakers, paging and music. Design Team will provide full system design while working with Owner provided vendor for A/V systems.

...

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

PAGE 16

The Architect may provide Additional Services after execution of this Agreement without invalidating the ~~Agreement.~~ Agreement

...

with prior written approval by ~~Except Owner.~~

...

Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

Architect shall proceed with the following Additional Services only with the prior written approval of the Owner.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- ...
- .2 Seventy-five (75) visits to the site by the Architect during construction

PAGE 17

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- ...
- .4 Two (2) inspections for any portion of the Work to determine final completion.
- ...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) 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.

...

§ 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. The Owner Designates Mr. Eric Ellwanger, City of Allen, City Manager as the Owner's Representative.

...

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

PAGE 18

§ 5.8-5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.9-5.8 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.

...

§ 5.10-5.9 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.

...

§ 5.11-5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

...

§ 5.12-5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

§ 5.13-5.12 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.

...

§ 5.14-5.13 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.

...

§ 5.15-5.14 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.

PAGE 19

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, 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.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~-Construction

...

, as modified by the Owner

...

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.

...

§ 8.2 Non-Binding Mediation

...

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

...

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The non-binding 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.

...

☐ Arbitration pursuant to Section 8.3 of this Agreement

...

☒ Litigation in a court of competent jurisdiction

[] Other: (Specify)

...

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

...

§ 8.3 Arbitration

...

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

...

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

...

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

...

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

...

§ 8.3.4 Consolidation or Joinder

...

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

...

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

...

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

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

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

...

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

...

.1—Termination Fee:

...

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

...

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

...

§ 9.8.9.8 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 9.7.

...

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

...

, as modified by the Owner.

PAGE 22

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

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors to (1) its employees, (2) those who need to know the content of such information in order to perform services or work construction solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; or (4) as required by law.

...

~~this Section 10.8. This Section 10.8 shall survive the termination of this Agreement.~~

...

§

...

10.10

...

The Architect agrees to publish milestone documents at the end of the SD and DD phases and at 50% CDs for the purpose of estimating and/or pricing. Other interim document sets are for design coordination and internal review only; publication of additional interim documents for the purpose of estimating/ pricing will be an additional service and require additional time.

...

§ 10.11 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

PAGE 23

§ 10.12 Assignment. The Architect may not assign this Agreement without the prior written consent of the Owner.

...

§ 10.13 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

...

§ 10.14 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

...

§ 10.15 Independent Contractor. It is understood and agreed by and between the Parties that the Architect in satisfying the conditions of this Agreement, is acting independently, and that the Owner assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Architect pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Owner. Architect shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

...

§ 10.16 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

...

If intended for City: _____ With Copy to: _____

...

Attn: City Manager _____ Peter G. Smith

...

City of Allen _____ Nichols, Jackson, Dillard, Hager & Smith, L.L.P.

...

305 Century Parkway _____ 1800 Ross Tower

...

Allen, Texas 75013 _____ 500 North Akard

...

Dallas, Texas 75201

...

If intended for Architect:

...

Attn: Keith Hayes

...

Barker Rinker Seacat Architecture

...

3457 Ringsby Court, Unit 200

...

Denver, Colorado 80216

...

§ 10.17 INDEMNIFICATION. Owner shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of the architect pursuant to this agreement. Architect hereby waives all claims against owner, its officers, agents and employees (collectively referred to in this section as "owner") for damage to any property or injury to, or death of, any person to the extent arising at any time and from any cause other than the negligence or willful misconduct of owner or breach of owner's obligations hereunder. Architect agrees to indemnify and save harmless owner from and against liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the architect's negligent performance of services under this agreement or by reason of any negligent act or omission on the part of architect, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of the owner, in whole or in part, in which case professional shall indemnify owner only to the extent or proportion of negligence attributed to architect as determined by a court or other forum of competent jurisdiction.) The architect's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by architect under this agreement. This provision shall survive the termination of this agreement.

PAGE 24

§ 10.18 Prohibition of Boycott of Israel. Architect verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This section does not apply if Architect is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Architect has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

...

Full payment for services rendered, a lump sum not to exceed Three Million, Nine Hundred Twenty-One Thousand, Four Hundred Ninety Dollars (\$ 3,921,490.00)

2-2 Percentage Basis

The lump sum consists of a base scope of service of \$ 3,789,740; potential additional services selected by the City of Allen and not part of the base scope valued at \$ 32,900; and a reimbursable expense budget of \$ 98,850

Architect will prepare a proposal or work will be done on an hourly basis per Architect's currently hourly rates at the time of additional services. These rates change in January of every year. [2020] hourly rates are shown in Section 11.7.

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. [2020] hourly rates are shown in Section 11.7

§ 11.4 Compensation for Supplemental and 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 follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: shown on the attached fee schedule for basic services and selected additional services, attached hereto and incorporated herein as Exhibit "A".

Schematic-Design-Phase	percent-(%)
Design-Development-Phase	percent-(%)
Construction Documents	percent-(%)
Phase		
Procurement-Phase	percent-(%)
Construction-Phase	percent-(%)
Total-Basic-Compensation	one-hundred percent-(100 %)

PAGE 25

Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of Principals and Staff at the following Billing Rates

<u>Employee or Category</u>	<u>Rate (2020 Rates shown for reference)</u>
Partner	\$ 230/ HR
Principal	\$ 200/ HR
Project Manager	\$ 195/ HR
Design Manager	\$ 135/ HR
Designer IV	\$ 140/ HR
Designer III	\$ 125/ HR
Designer II	\$ 110/ HR
Designer I	\$ 105/ HR
Administrative	\$ 145 /HR

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
-----------------------------	----------------------

PAGE 26

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0 %) of the expenses incurred.

...

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

...

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

§ 11.10-11.9 Payments to the Architect

...

§ 11.10.1-11.9.1 Initial Payments

...

§ 11.10.1.1-11.9.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

...

§ 11.10.2-11.9.2 Progress Payments

...

~~§ 11.9.2.1~~ Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

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

...

~~§ 11.9.2.2~~ The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

...

~~§ 11.9.2.3~~ Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

...

January 14, 2020

PAGE 27

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

...

(Insert the date of the E204-2017 incorporated into this agreement.)

...

[Architect's Full Service Project Design Services Proposal dated December 12, 2019 including](#)

...

Exhibit A: Fee Summary for Basic Services and Selected Additional Services

...

Exhibit B: Hourly Rates

...

Exhibit C: Preliminary Schedule

...

Exhibit D: Project Site

...

G201-2013 dated 1/14/2020

...

G202-2013 dated 1/14/2020

...

Eric Ellwanger, City Manager

Keith E. Hayes, Partner

...

...

ATTESTATION, Shelley B. George, City Secretary
Craig W. Bouck, Partner

...


...

APPROVAL AS TO FORM, Peter G. Smith, City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keith Hayes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:54:14 ET on 01/02/2020 under Order No. 1570817552 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

January 14, 2020

(Dated)

AIA® Document G201™ – 2013

Project Digital Data Protocol Form

PROJECT: (Name and address)

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with a project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

Stephen G. Terrell Recreation Center
Allen, Texas

PROTOCOL VERSION NUMBER: 1

DATE: January 14, 2020

PREPARED BY: Keith Hayes

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*

TABLE OF ARTICLES

1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

2 DIGITAL DATA MANAGEMENT PROTOCOLS

3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated January 14, 2020, into its agreement for the Project:

Project Participant	Discipline
Barker Rinker Seacat Architecture	Architecture and Interior Design

§ 1.2 **Project Participants.** For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information
Barker Rinker Seacat Architecture	Melissa King	melissaking@brsarch.com

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 **Electronic Document Management System.** If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:

(The requirements for the system shall address, among other things, access to and security of Digital Data.)

§ 2.1.2 **System Startup Requirements.** Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any initial training or other startup requirements.)

§ 2.1.3 **Ongoing System Requirements.** Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any ongoing training or support programs to be implemented.)

§ 2.2 Digital Data Storage Requirements. The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

§ 2.3 Digital Data Archiving Requirements. The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:

(Describe in detail any other requirements.)

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 Digital Data Protocol Table. The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number (See Sec. 3.2)
§ 3.1.1 Project Agreements and Modifications	PDF	EM	R	
§ 3.1.2 Project communications				
General communications	EM, W, E	EM	TBD	
Meeting notices	EM	EM	R	
Agendas	PDF	EM	R	
Minutes	PDF	EM	R	
Requests for information	PDF	NF	RMSI	
Architect's Supplemental Instructions	PDF	NF	R	
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents	PDF	NF	RSI	
Design Development Documents	PDF	NF	RSI	
Construction Documents	PDF	NF	RSI	
§ 3.1.4 Contract Documents				
Architect's Drawings	PDF	NF	RSI	
Architect's Specifications	PDF	NF	FSI	
§ 3.1.5 Contractor's submittals				
Product data				
Submitted by Contractor	PDF	NF	RSMI	
Returned by Architect	PDF	NF	RS	
Shop drawings				
Submitted by Contractor	PDF	NF	RSMI	
Returned by Architect	PDF	NF	RS	
§ 3.1.6 Subcontractor's submittals				
Product data				
Submitted by Subcontractor	PDF	NF	RSMI	
Returned by Contractor	PDF	NF	RS	

Shop drawings				
Submitted by Subcontractor	PDF	NF	RSMI	
Returned by Contractor	PDF	NF	RS	
§ 3.1.7 Modifications				
Requests for proposal	PDF	EM	R	
Architect's order for a minor change in the Work				
Proposals	PDF	EM	R	
Construction Change Directives	PDF	NF	R	
Change Orders	PDF	NF	R	
§ 3.1.8 Project payment documents	PDF	NF	RMI	
§ 3.1.9 Notices and Claims	PDF	NF	R	
§ 3.1.10 Closeout documents				
Record documents	PDF	NF	RSMI	
Operations and Maintenance Manual	PDF	NF	RSMI	

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:

(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition
W	docx, Microsoft Word 2016
E	xlsx, Microsoft Excel 2016
PDF	Adobe PDF or Bluebeam PDF (compatible with Adobe)
CAD	AutoCAD 2018

Transmission Method:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System
NF	BRS Newforma project Center

Authorized Uses of Digital Data:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:

(List by number shown on table.)

Additions and Deletions Report for AIA® Document G201™ – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:35:06 ET on 12/18/2019.

PAGE 2

Stephen G. Terrell Recreation Center
Allen, Texas

PROTOCOL VERSION NUMBER: 1

DATE: January 14, 2020

PREPARED BY: Keith Hayes

...

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated January 14, 2020, into its agreement for the Project:

...

<u>Barker Rinker Seacat Architecture</u>	<u>Architecture and Interior Design</u>
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...

<u>Barker Rinker Seacat Architecture</u>	<u>Melissa King</u>	<u>melissaking@brsarch.com</u>
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PAGE 3

§ 3.1.1 Project Agreements and Modifications	<u>PDF</u>	<u>EM</u>	<u>R</u>	
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...

General communications	<u>EM, W, E</u>	<u>EM</u>	<u>TBD</u>	
Meeting notices	<u>EM</u>	<u>EM</u>	<u>R</u>	
Agendas	<u>PDF</u>	<u>EM</u>	<u>R</u>	
Minutes	<u>PDF</u>	<u>EM</u>	<u>R</u>	
Requests for information	<u>PDF</u>	<u>NF</u>	<u>RMSI</u>	
Architect's Supplemental Instructions	<u>PDF</u>	<u>NF</u>	<u>R</u>	

...

Schematic Design Documents	<u>PDF</u>	<u>NF</u>	<u>RSI</u>	
Design Development Documents	<u>PDF</u>	<u>NF</u>	<u>RSI</u>	
Construction Documents	<u>PDF</u>	<u>NF</u>	<u>RSI</u>	

...

Architect's Drawings	PDF	NF	RSI	
Architect's Specifications	PDF	NF	FSI	

...

Submitted by Contractor	PDF	NF	RSMI	
Returned by Architect	PDF	NF	RS	

...

Submitted by Contractor	PDF	NF	RSMI	
Returned by Architect	PDF	NF	RS	

...

Submitted by Subcontractor	PDF	NF	RSMI	
Returned by Contractor	PDF	NF	RS	

PAGE 4

Submitted by Subcontractor	PDF	NF	RSMI	
Returned by Contractor	PDF	NF	RS	

...

Requests for proposal	PDF	EM	R	
-----------------------	-----	----	---	--

...

Proposals	PDF	EM	R	
Construction Change Directives	PDF	NF	R	
Change Orders	PDF	NF	R	
§ 3.1.8 Project payment documents	PDF	NF	RMI	
§ 3.1.9 Notices and Claims	PDF	NF	R	

...

Record documents	PDF	NF	RSMI	
Operations and Maintenance Manual	PDF	NF	RSMI	

...

<u>W</u>	<u>docx, Microsoft Word 2016</u>
<u>E</u>	<u>xlsx, Microsoft Excel 2016</u>
<u>PDF</u>	<u>Adobe PDF or Bluebeam PDF (compatible with Adobe)</u>
<u>CAD</u>	<u>AutoCAD 2018</u>

...

<u>NF</u>	<u>BRS Newforma project Center</u>
-----------	------------------------------------

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keith Hayes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:34:48 ET on 12/18/2019 under Order No. 1570817552 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G201™ – 2013, Project Building Information Modeling Protocol Form, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Partner

(Title)

January 14, 2020

(Dated)

AIA® Document G202™ – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*

Stephen G. Terrell Recreation Center

Allen, Texas

PROTOCOL VERSION NUMBER: 1**DATE:** January 14, 2020**PREPARED BY:** Keith Hayes**DISTRIBUTION TO:** *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

Barker Rinker Seacat Architecture

City of Allen

Pacheco Koch

Studio Outside

JQ Engineering

ME Engineers

Food Service Design Professionals

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with a Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201™–2013, Project Digital Data Protocol Form.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 LEVEL OF DEVELOPMENT
- 3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated January 14, 2020, into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information
Building Model	Barker Rinker Seacat	Melissa King	melissaking@brsar ch.com
	Pacheco Koch	Javier Jaramillo	jjaramillo@pkce.c om
	Studio Outside	Andrew Duggan	aduggan@studioou tside.us
Structural Model	JQ Engineering	Akshai Ramakrishnan	aramakrishnan@jq eng.com
MEP Model	ME Engineers	Ed Hornfeck	Ed.Hornfeck@me- engineers.com
Food Service	Food Service	Lance Brooks	lbrooks@fdp.org

Modeling Role	Project Participant	Individual Responsible	Contact Information
Equipment	Design Professionals		

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets:

(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)

Architectural Models
 Structural Engineering Models
 MEP Models
 Food Service Equipment
 Linked Cost Databases (if provided)
 Specifications (if provided)
 Energy Analysis Models (if provided)

§ 1.3 Collaboration Protocols. The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 Technical Requirements. The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

Autodesk Revit 2020 "RVT"

§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

Autodesk Revit 2020 "RVT"

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes	Applicability to Project (Applicable or Not Applicable)	Location of Detailed Description (Section 1.8 below or in an attachment to this exhibit identified below)
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units		
§ 1.7.2 Model file storage location(s)		
§ 1.7.3 Processes for transferring and accessing Model files		
§ 1.7.4 Naming conventions		
§ 1.7.5 Processes for aggregating Model files from varying software platforms		
§ 1.7.6 Model access rights		
§ 1.7.7 Design coordination and clash detection procedures.		

Init.

Model Management Protocols and Processes	Applicability to Project (Applicable or Not Applicable)	Location of Detailed Description (Section 1.8 below or in an attachment to this exhibit identified below)
§ 1.7.8 Model security requirements		

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203-2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 **Model Element Content Requirements.** The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 **Analysis.** The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 **Cost Estimating.** The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 **Schedule.** The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 **Analysis.** The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 **Cost Estimating.** The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 **Schedule.** The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 **Coordination.** The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203-2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."

Model Elements utilizing Uniformat™

			Preliminary Design			Schematic Design			Design Development			Construction Documents			Construction			Post Construction			Note Number (See Sec. 3.4)
			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations				100	S	200	S			300	S		TBD	TBD		TBD	TBD		
		A1020 Special Foundations				100	S	200	S			300	SS		TBD	TBD		TBD	TBD		
		A1030 Slab on Grade				100	S	200	S			300	S		TBD	TBD		TBD	TBD		
	A20 Basement Construction	A2010 Basement Excavation										NA			TBD	TBD		TBD	TBD		
		A2020 Basement Walls				100	A / S	200	A / S			300	A / S		TBD	TBD		TBD	TBD		
B SHELL	B10 Superstructure	B1010 Floor Construction				100	A / S	200	A / S			300	A / S		TBD	TBD		TBD	TBD		
		B1020 Roof Construction				100	A / S	200	A / S			300	A / S		TBD	TBD		TBD	TBD		
	B20 Exterior Enclosure	B2010 Exterior Walls				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		B2020 Exterior Windows				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		B2030 Exterior Doors				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
	B30 Roofing	B3010 Roof Coverings				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		B3020 Roof Openings				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
C INTERIORS	C10 Interior Construction	C1010 Partitions				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		C1020 Interior Doors				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		C1030 Fittings				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
	C20 Stairs	C2010 Stair Construction				100	A / S	200	A / S			300	A / S		TBD	TBD		TBD	TBD		
		C2020 Stair Finishes				100	A / I	200	A / I			100	A / I		TBD	TBD		TBD	TBD		
	C30 Interior Finishes	C3010 Wall Finishes				100	A / I	200	A / I			100	A / I		TBD	TBD		TBD	TBD		
		C3020 Floor Finishes				100	A / I	200	A / I			100	A / I		TBD	TBD		TBD	TBD		
		C3030 Ceiling Finishes				100	A / I	200	A / I			100	A / I		TBD	TBD		TBD	TBD		
D SERVICES	D10 Conveying	D1010 Elevators & Lifts				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		D1020 Escalators & Moving Walks				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
		D1030 Other Conveying Systems				100	A	200	A			300	A		TBD	TBD		TBD	TBD		
	D20 Plumbing	D2010 Plumbing Fixtures				100	MP	200	MP			300	MP		TBD	TBD		TBD	TBD		

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."

		Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Post Construction		Note Number (See Sec. 3.4)	
D30 HVAC	D2020 Domestic Water Distribution			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D2030 Sanitary Waste			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D2040 Rain Water Drainage			100	CI / MP	200	CI / MP	300	CI / MP	TBD	TBD	TBD	TBD		
	D2090 Other Plumbing Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D3010 Energy Supply				MP	100	MP	200	MP	TBD	TBD	TBD	TBD		
	D3020 Heat Generating Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D3030 Cooling Generating Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D3040 Distribution Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D3050 Terminal & Package Units			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D3060 Controls & Instrumentation			100	MP	200	MP	200	MP	TBD	TBD	TBD	TBD		
	D3070 Systems Testing & Balancing			100	MP	200	MP	200	MP	TBD	TBD	TBD	TBD		
	D3090 Other HVAC Systems & Equipment				MP	100	MP	200	MP	TBD	TBD	TBD	TBD		
D40 Fire Protection	D4010 Sprinklers				C	100	C	200	C	TBD	TBD	TBD	TBD		
	D4020 Standpipes				C	100	C	200	C	TBD	TBD	TBD	TBD		
	D4030 Fire Protection Specialties				C	100	C	200	C	TBD	TBD	TBD	TBD		
	D4090 Other Fire Protection Systems				C	100	C	200	C	TBD	TBD	TBD	TBD		
	D5010 Electrical Service & Distribution				E	100	E	300	E	TBD	TBD	TBD	TBD		
D50 Electrical	D5020 Lighting and Branch Wiring				E	100	E	300	E	TBD	TBD	TBD	TBD		
	D5030 Communications & Security				E	100	E	100	E	TBD	TBD	TBD	TBD		
	D5090 Other Electrical Systems				E	100	E	100	E	TBD	TBD	TBD	TBD		
	E1010 Commercial Equipment			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
	E1020 Institutional Equipment			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
E EQUIPMENT & FURNISHINGS	E1030 Vehicular Equipment							200							
	E1090 Other Equipment				A	100	A	200	A	TBD	TBD	TBD	TBD		

§ 3.3 Model Element Table				Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Post Construction		Note Number (See Sec. 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.																
Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."																
E20		Furnishings	E2010	Fixed Furnishings			100	A / I	200	A / I	300	A / I	TBD	TBD	TBD	TBD
			E2020	Movable Furnishings					100	I	200	I	TBD	TBD	TBD	TBD
SPECIAL CONSTRUCTION F & DEMO	F10	Special Construction	F1010	Special Structures			100	TBD	200	TBD	300	TBD	TBD	TBD	TBD	TBD
			F1020	Integrated Construction			100	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
			F1030	Special Construction Systems			100	TBD	200	TBD	300	TBD	TBD	TBD	TBD	TBD
			F1040	Special Facilities			100	TBD	200	TBD	300	TBD	TBD	TBD	TBD	TBD
	F20	Selective Bldg Demo	F1050	Special Controls & Instrumentation				TBD		TBD	100	TBD	TBD	TBD	TBD	TBD
			F2010	Building Elements Demolition				TBD	100	TBD	200	TBD	TBD	TBD	TBD	TBD
			F2020	Hazardous Components Abatement							100					
G BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing				CI		CI	100	CI	TBD	TBD	TBD	TBD
			G1020	Site Demolition & Relocations				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G1030	Site Earthwork				CI / L	100	CI / L	200	CI / L	TBD	TBD	TBD	TBD
			G1040	Hazardous Waste Remediation				TBD		TBD	100	TBD	TBD	TBD	TBD	TBD
	G20	Site Improvements	G2010	Roadways				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G2020	Parking Lots				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G2030	Pedestrian Paving				L	100	L	200	L	TBD	TBD	TBD	TBD
			G2040	Site Development				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
	G30	Site Civil/ Mech. Utilities	G2050	Landscaping				L		L	100	L	TBD	TBD	TBD	TBD
			G3010	Water Supply & Distribution Systems				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G3020	Sanitary Sewer Systems				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G3030	Storm Sewer Systems				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G3040	Heating Distribution				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G3050	Cooling Distribution				CI	100	CI	200	CI	TBD	TBD	TBD	TBD
			G3060	Fuel Distribution				CI	100	CI	200	CI	TBD	TBD	TBD	TBD

§ 3.3 Model Element Table Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."			Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Post Construction		Note Number (See Sec. 3.4)
	G3090	Other Civil Mechanical Utilities			CI		100	CI		200	CI		TBD	TBD	
Site Electrical	G40	Utilities	G4010	Electrical Distribution	E		100	E		300	E		TBD	TBD	
			G4020	Site Lighting	E		100	E		300	E		TBD	TBD	
			G4030	Site Communications & Security	E		100	E		200	E		TBD	TBD	
			G4090	Other Electrical Utilities	E		100	E		200	E		TBD	TBD	
Other Site	G50	Construction	G5010	Service Tunnels						200					
			G5090	Other Site Systems & Equipment	TBD		100	TBD		200	TBD		TBD	TBD	

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
 (Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation	Model Element Author (MEA)
A	Architect
I	Interiors
C	Contractor
S	Structural
CI	Civil
L	Landscape
MP	Mechanical / Plumbing
E	Electrical

§ 3.4 Model Element Table Notes

Notes:

(List by number shown on table.)

Additions and Deletions Report for **AIA® Document G202™ – 2013**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:34:48 ET on 12/18/2019.

PAGE 1

Stephen G. Terrell Recreation Center

Allen, Texas

PROTOCOL VERSION NUMBER: 1

DATE: January 14, 2020

PREPARED BY: Keith Hayes

...

Barker Rinker Seacat Architecture

City of Allen

Pacheco Koch

Studio Outside

JQ Engineering

ME Engineers

Food Service Design Professionals

...

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™-2013, Building Information Modeling and Digital Data Protocol Exhibit, dated January 14, 2020, into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

...

<u>Building Model</u>	<u>Barker Rinker Seacat</u>	<u>Melissa King</u>	<u>melissaking@brsar.ch.com</u>
	<u>Pacheco Koch</u>	<u>Javier Jaramillo</u>	<u>jjaramillo@pkce.com</u>
	<u>Studio Outside</u>	<u>Andrew Duggan</u>	<u>aduggan@studiooutside.us</u>
<u>Structural Model</u>	<u>JQ Engineering</u>	<u>Akshai Ramakrishnan</u>	<u>aramakrishnan@jqjeng.com</u>
<u>MEP Model</u>	<u>ME Engineers</u>	<u>Ed Hornfeck</u>	<u>Ed.Hornfeck@me-engineers.com</u>
<u>Food Service Equipment</u>	<u>Food Service Design</u>	<u>Lance Brooks</u>	<u>lb Brooks@fdp.org</u>

Init.

Architectural Models

Structural Engineering Models

MEP Models

Food Service Equipment

Linked Cost Databases (if provided)

Specifications (if provided)

Energy Analysis Models (if provided)

...

Autodesk Revit 2020 "RVT"

...

Autodesk Revit 2020 "RVT"

§ 3.3 Model Element Table <i>Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.</i> <i>Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."</i> Model Elements utilizing Uniformat™				Preliminary Design			Schematic Design			Design Development			Construction Documents			Construction			Post Construction			Note Number <i>(See Sec. 3.4)</i>
				LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations				100	S	200	S		300	S		TBD	TBD		TBD	TBD				
		A1020 Special Foundations				100	S	200	S		300	SS		TBD	TBD		TBD	TBD				
		A1030 Slab on Grade				100	S	200	S		300	S		TBD	TBD		TBD	TBD				
	A20 Basement Construction	A2010 Basement Excavation								NA			TBD	TBD		TBD	TBD					
		A2020 Basement Walls				100	A / S	200	A / S		300	A / S		TBD	TBD		TBD	TBD				
B SHELL	B10 Superstructure	B1010 Floor Construction				100	A / S	200	A / S		300	A / S		TBD	TBD		TBD	TBD				
		B1020 Roof Construction				100	A / S	200	A / S		300	A / S		TBD	TBD		TBD	TBD				
	B20 Exterior Enclosure	B2010 Exterior Walls				100	A	200	A		300	A		TBD	TBD		TBD	TBD				
		B2020 Exterior Windows				100	A	200	A		300	A		TBD	TBD		TBD	TBD				
		B2030 Exterior Doors				100	A	200	A		300	A		TBD	TBD		TBD	TBD				
	B30 Roofing	B3010 Roof Coverings				100	A	200	A		300	A		TBD	TBD		TBD	TBD				

Init.

§ 3.3 Model Element Table			Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Post Construction		Note Number (See Sec. 3.4)	
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.																
Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."																
C INTERIORS	Interior Construction	B3020 Roof Openings			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
		C1010 Partitions			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
		C1020 Interior Doors			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
		C1030 Fittings			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
	C20 Stairs	C2010 Stair Construction			100	A / S	200	A / S	300	A / S	TBD	TBD	TBD	TBD		
		C2020 Stair Finishes			100	A / I	200	A / I	100	A / I	TBD	TBD	TBD	TBD		
	Interior Finishes	C3010 Wall Finishes			100	A / I	200	A / I	100	A / I	TBD	TBD	TBD	TBD		
		C3020 Floor Finishes			100	A / I	200	A / I	100	A / I	TBD	TBD	TBD	TBD		
		C3030 Ceiling Finishes			100	A / I	200	A / I	100	A / I	TBD	TBD	TBD	TBD		
		D1010 Elevators & Lifts			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
D SERVICES	D10 Conveying	D1020 Escalators & Moving Walks			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
		D1030 Other Conveying Systems			100	A	200	A	300	A	TBD	TBD	TBD	TBD		
	D20 Plumbing	D2010 Plumbing Fixtures			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D2020 Domestic Water Distribution			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D2030 Sanitary Waste			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D2040 Rain Water Drainage			100	CI / MP	200	CI / MP	300	CI / MP	TBD	TBD	TBD	TBD		
	D30 HVAC	D2090 Other Plumbing Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D3010 Energy Supply			MP	100	MP	200	MP	TBD	TBD	TBD	TBD			
		D3020 Heat Generating Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D3030 Cooling Generating Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D3040 Distribution Systems			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
		D3050 Terminal & Package Units			100	MP	200	MP	300	MP	TBD	TBD	TBD	TBD		
	D40 Fire Protection	D3060 Controls & Instrumentation			100	MP	200	MP	200	MP	TBD	TBD	TBD	TBD		
		D3070 Systems Testing & Balancing			100	MP	200	MP	200	MP	TBD	TBD	TBD	TBD		
		D3080 Other HVAC Systems & Equipment			MP	100	MP	200	MP	TBD	TBD	TBD	TBD			
		D4010 Sprinklers			C	100	C	200	C	TBD	TBD	TBD	TBD			

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User Notes:

(1145391725)

§ 3.3 Model Element Table			Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Post Construction		Note Number (See Sec. 3.4)	
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.																
Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."																
		D4020	Standpipes			C	100	C		200	C	TBD	TBD	TBD	TBD	
			Fire Protection													
		D4030	Specialties			C	100	C		200	C	TBD	TBD	TBD	TBD	
			Other Fire Protection													
		D4090	Systems			C	100	C		200	C	TBD	TBD	TBD	TBD	
	D50 Electrical		Electrical Service & Distribution			E	100	E		300	E	TBD	TBD	TBD	TBD	
			Lighting and Branch Wiring			E	100	E		300	E	TBD	TBD	TBD	TBD	
			Communications & Security			E	100	E		100	E	TBD	TBD	TBD	TBD	
			Other Electrical Systems			E	100	E		100	E	TBD	TBD	TBD	TBD	
E EQUIPMENT	E10 Equipment	E1010	Commercial Equipment		100	A	200	A		300	A	TBD	TBD	TBD	TBD	
	& FURNISHINGS	E1020	Institutional Equipment		100	A	200	A		300	A	TBD	TBD	TBD	TBD	
		E1030	Vehicular Equipment							200						
		E1090	Other Equipment			A	100	A		200	A	TBD	TBD	TBD	TBD	
	E20 Furnishings	E2010	Fixed Furnishings		100	A / I	200	A / I		300	A / I	TBD	TBD	TBD	TBD	
		E2020	Movable Furnishings				100	I		200	I	TBD	TBD	TBD	TBD	
SPECIAL CONSTRUCTION & DEMO	F10 Special Construction	F1010	Special Structures		100	TBD	200	TBD		300	TBD	TBD	TBD	TBD	TBD	I
		F1020	Integrated Construction		100	TBD	TBD	TBD		TBD	TBD	TBD	TBD	TBD		
			Special Construction Systems		100	TBD	200	TBD		300	TBD	TBD	TBD	TBD	TBD	
		F1040	Special Facilities		100	TBD	200	TBD		300	TBD	TBD	TBD	TBD	TBD	
			Special Controls & Instrumentation			TBD		TBD		100	TBD	TBD	TBD	TBD	TBD	
	E20 Selective Bldg Demo	F2010	Demolition			TBD	100	TBD		200	TBD	TBD	TBD	TBD	TBD	
		F2020	Hazardous Components Abatement							100						
G BUILDING SITEWORK	G10 Site Preparation	G1010	Site Clearing			CI		CI		100	CI	TBD	TBD	TBD	TBD	
		G1020	Site Demolition & Relocations			CI	100	CI		200	CI	TBD	TBD	TBD	TBD	
		G1030	Site Earthwork			CI / L	100	CI / L		200	CI / L	TBD	TBD	TBD	TBD	
			Hazardous Waste Remediation			TBD		TBD		100	TBD	TBD	TBD	TBD	TBD	

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User Notes:

(1145391725)

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author (MEA), and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A—Architect," or "C—Contractor."

Site																					
G20	Improvements	G2010	Roadways				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G2020	Parking Lots				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G2030	Pedestrian Paving				L		100	L		200	L		TBD	TBD		TBD	TBD		
		G2040	Site Development				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G2050	Landscaping				L			L		100	L		TBD	TBD		TBD	TBD		
	Site Civil/		Water Supply																		
G30	Mech. Utilities	G3010	& Distribution Systems				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3020	Sanitary Sewer Systems				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3030	Storm Sewer Systems				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3040	Heating Distribution				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3050	Cooling Distribution				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3060	Fuel Distribution				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
		G3090	Other Civil Mechanical Utilities				CI		100	CI		200	CI		TBD	TBD		TBD	TBD		
	Site Electrical																				
G40	Utilities	G4010	Electrical Distribution				E		100	E		200	E		TBD	TBD		TBD	TBD		
		G4020	Site Lighting				E		100	E		200	E		TBD	TBD		TBD	TBD		
		G4030	Site Communications & Security				E		100	E		200	E		TBD	TBD		TBD	TBD		
		G4090	Other Electrical Utilities				E		100	E		200	E		TBD	TBD		TBD	TBD		
	Other Site																				
G50	Construction	G5010	Service Tunnels									200									
		G5090	Other Site Systems & Equipment				TBD		100	TBD		200	TBD		TBD	TBD		TBD	TBD		

PAGE 9

A
I
C
S
CI
L
MP
E

Architect
Interiors
Contractor
Structural
Civil
Landscape
Mechanical / Plumbing
Electrical

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keith Hayes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:34:48 ET on 12/18/2019 under Order No. 1570817552 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G202™ – 2013, Project Building Information Modeling Protocol Form, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Partner

(Title)

January 14, 2020

(Dated)

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Fourteenth day of January in the year Two Thousand Twenty is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

Stephen G. Terrell Recreation Center
Allen, Texas

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | GENERAL PROVISIONS |
| 2 | TRANSMISSION AND OWNERSHIP OF DIGITAL DATA |
| 3 | DIGITAL DATA PROTOCOLS |
| 4 | BUILDING INFORMATION MODELING PROTOCOLS |
| 5 | OTHER TERMS AND CONDITIONS |

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™-2013, Project Digital Data Protocol Form and AIA Document G202™-2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201-2013 and G202-2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™-2013, Project Digital Data Protocol Form, and G202™-2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203-2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201-2013 and G202-2013.

adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202-2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202-2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	G201
Project communications	Applicable	G201
Architect's pre-construction submittals	Applicable	G201
Contract Documents	Applicable	G201
Contractor's submittals	Applicable	G201
Subcontractor's submittals	Applicable	G201
Modifications	Applicable	G201
Project payment documents	Applicable	G201
Notices and claims	Applicable	G201
Building Information Modeling	Applicable	G202

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☒ **[X]** The Parties intend to use a centralized electronic document management system on the Project.

☐ **[]** The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [☒] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [☐] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
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§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202-2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013.

§ 4.5.1 The Modeling protocols shall address the following:

1. Identification of the Model Element Authors;
2. Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
3. Identification of the required LOD of each Model Element at each identified Project milestone;
4. Identification of the construction classification systems to be used on the Project;
5. The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202-2013;
6. The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
7. Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
8. Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
9. Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
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§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- 1 Model origin point, coordinate system, precision, file formats and units
- 2 Model file storage location(s)
- 3 Processes for transferring and accessing Model files
- 4 Naming conventions
- 5 Processes for aggregating Model files from varying software platforms
- 6 Model access rights
- 7 Identification of design coordination and clash detection procedures.
- 8 Model security requirements
- 9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Additions and Deletions Report for AIA® Document E203™ – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:35:18 ET on 12/18/2019.

PAGE 1

This Exhibit dated the Fourteenth day of January in the year Two Thousand Twenty is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Stephen G. Terrell Recreation Center
Allen, Texas

PAGE 3

Project Agreements and Modifications	Applicable	G201
Project communications	Applicable	G201
Architect's pre-construction submittals	Applicable	G201
Contract Documents	Applicable	G201
Contractor's submittals	Applicable	G201
Subcontractor's submittals	Applicable	G201
Modifications	Applicable	G201
Project payment documents	Applicable	G201
Notices and claims	Applicable	G201
Building Information Modeling	Applicable	G202

PAGE 4

- ☒ The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

- ☒ The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keith Hayes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:35:18 ET on 12/18/2019 under Order No. 1570817552 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

January 14, 2020

(Dated)