

ROCKY MOUNT TOWN COUNCIL  
AGENDA  
SPECIAL COUNCIL MEETING  
TO BE HELD AT THE  
ROCKY MOUNT MUNICIPAL BUILDING  
345 DONALD AVENUE  
ROCKY MOUNT, VA.  
APRIL 2, 2012  
AT  
4:30 P.M.

**NOTE: WHEN SPEAKING BEFORE TOWN COUNCIL, PLEASE COME TO THE PODIUM AND GIVE YOUR NAME AND ADDRESS, ADDRESSING THE TOWN COUNCIL AND NOT THE AUDIENCE. WHEN GIVING COUNCIL ANY DOCUMENTATION, COPIES ARE TO BE GIVEN TO TOWN CLERK PRIOR TO SPEAKING.**

**ALL CELLULAR PHONES MUST BE TURNED OFF DURING COUNCIL MEETING.**

**THE TOWN OF ROCKY MOUNT IS PLEASED TO OFFER ASSISTANCE DEVICES AT ITS MEETINGS FOR RESIDENTS WITH SPECIAL HEARING NEEDS. ASK ANY STAFF MEMBER OR THE CLERK AND A DEVICE WILL BE LOANED TO YOU.**

- I. Roll Call
  
- II. Approval of Agenda
  
- III. Update on Performance Center
  1. Introduction by staff
  2. Presentation by Hill Studio
  3. Council consideration of proposed contract
  
- IV. Adjournment

*Copies of Agenda Packet are available for review at the Town Clerk's Office located at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia Monday through Friday during normal working hours, or by going to Town of Rocky Mount website: [www.rockymountva.org](http://www.rockymountva.org).*

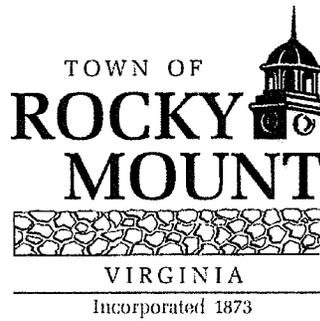
*Notice of intent to comply with Americans With Disabilities Act: Special assistance is available for disabled persons addressing Town Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disability, provided that reasonable advance notification has been received by the Town Clerk's Office. For assistance, please contact the Town Clerk's Office, Town of Rocky Mount, 345 Donald Avenue, Rocky Mount, Va. 24151, or by calling (540) 483-7660.*

*Thank you for taking the time to participate in your Town Council meeting. The Mayor and members of Council invite and encourage you to attend whenever possible because good government depends on the interest and involvement of citizens.*

345 Donald Ave.  
Rocky Mount, Virginia 24151

540.483.7660  
FAX 540.483.8830

E-mail : pkeatts@rockymountva.org  
www.rockymountva.org



TOWN COUNCIL  
Steven C. Angle, *Mayor*  
Gregory B. Walker, *Vice Mayor*

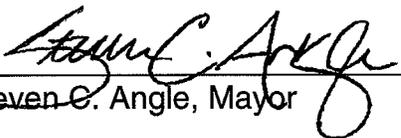
Bobby M. Cundiff      P. Ann Love  
Jerry W. Greer, Sr.    Bobby L. Moyer  
Robert W. Strickler

Patricia H. Keatts, MMC  
*Town Clerk*

March 28, 2012

In accordance with the Town Code, as amended, I hereby request the presence of all members of the Rocky Mount Town Council at a special called meeting of the Town Council to be held on Monday, April 2, 2012, at 4:30 p.m. in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia for the purpose of an update on the Performance Center.

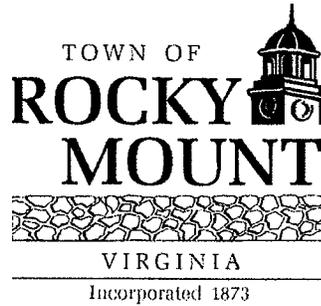
An agenda is attached.

  
\_\_\_\_\_  
Steven C. Angle, Mayor

345 Donald Ave.  
Rocky Mount, Virginia 24151

540.483.0907  
FAX 540.483.8830

E-mail: [mhankins@rockymountva.org](mailto:mhankins@rockymountva.org)  
[www.rockymountva.org](http://www.rockymountva.org)



TOWN COUNCIL  
Steven C. Angle, *Mayor*  
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff      P. Ann Love  
Jerry W. Greer, Sr.      Bobby M. Moyer  
Robert W. Strickler

Matthew C. Hankins  
*Assistant Town Manager*  
*Community Development Director*

## MEMORANDUM

To: Mayor Angle & Members of Council  
C. James Ervin, Town Manager

From: Matthew C. Hankins, Assistant Town Manager

Date: March 29, 2012

Re: Recommendation of Contract

Mr. Mayor & Members of Council:

The Performance Center Committee has met with, interviewed and recommended an architect to provide design services for the music venue in development at the former Lynch Hardware Building.

These design services are critical to how the music venue is constructed and perceived by the musicians, visitors and businesses it is likely to attract. These professionals considered for this work will create spaces that will come to define the Town of Rocky Mount and its art, culture and heritage initiatives for a wide audience.

Attracting that audience to come here, to take part in what the Town is building, is key here. Without professionally designed spaces and equipment, the Town's performance center will struggle to find its audience and to work toward profitability.

Town Council's Performance Center Committee, constituted by Mayor Angle, Vice Mayor Walker and Council Member Love, interviewed three highly qualified architectural firms, all with extensive experience in designing the type of facilities you envision as representing the Town of Rocky Mount in a world-class fashion. The selection was a difficult one, based on the exceptional firms interested in working on this project with the Town.

Based on a variety of factors, most notably experience with similar venues and the strength of the team put together to work on the design, the programming and equipment, the Performance Committee recommends that you enter into a contract with Hill Studio, Roanoke architects with significant Crooked Road and historic structure experience.

Over the past month, town staff has negotiated a contract with Hill Studios encompassing all of the appropriate standard architectural contracts which apply in this case, including basic services, historic structure and tax credit work, and interior design elements. We have used both standard architecture and design contracts and an attached exhibit spelling out specifically the services that the architectural firm and its subcontractors will provide for the Town of Rocky Mount.

For purposes of this contract, we have used a projected construction budget of \$1.4 million. That number may be less, and it may be more, depending on how

completely you wish to finish the spaces within the performance center. Some advance money will be spent on design, but the designer's final payment will be based on 8.3 percent of the final construction cost.

As part of the design services, the architect will hold interview sessions with three important groups to develop a community vision for the performance center: council & staff, musicians and the general public. These interview sessions will likely take place over one or two days, and will provide the architect with the guidance needed to develop a vision for the ways the center will look, perform and be used.

Your management staff has reviewed the contract extensively with the architect, and we present the contract to you with the recommendation that you approve the contract documents and authorize the Town Manager to execute the documents necessary to begin design work.

I will reiterate that I know that cost is a significant concern for the Council. Cost should be a concern. Staff has identified a number of ways to seek outside investment in this project, and once the design work as started, I will proceed with our fundraising campaign to interest regional, statewide and national foundations in funding the work. My goal is to ensure that you have to spend as little taxpayer funding as possible to develop a great venue to attract people to visit Rocky Mount, to attract new business creation and property investment, and to build employment opportunities for the residents of Rocky Mount and Franklin County.



# AIA<sup>®</sup> Document B102<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*  
Town of Rocky Mount  
345 Donald Avenue  
Rocky Mount, Virginia 24151

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

and the Architect:  
*(Name, legal status, address and other information)*  
Hill Studio, P.C.  
120 West Campbell Avenue SW  
Roanoke, VA 24011

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

See Exhibit A

The Owner and Architect agree as follows.

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## TABLE OF ARTICLES

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

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

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

See Exhibit A

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

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

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

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

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

.1 General Liability

See Exhibit B

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

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

§ 2.2 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.

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

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

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

**ARTICLE 3 COPYRIGHTS AND LICENSES**

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

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

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment

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suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

**§ 3.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

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

## **ARTICLE 4 CLAIMS AND DISPUTES**

### **§ 4.1 General**

**§ 4.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

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

### **§ 4.2 Mediation**

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

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

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

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

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

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### **§ 4.3 Arbitration**

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

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

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

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

### **§ 4.3.4 Consolidation or Joinder**

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

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

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

## **ARTICLE 5 TERMINATION OR SUSPENSION**

**§ 5.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

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Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

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

§ 5.8 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 3 and Section 6.3.

## ARTICLE 6 COMPENSATION

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

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

See Exhibit A

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the expenses incurred.

**§ 6.3 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

A negotiated lump sum will be determined.

**§ 6.4 Payments to the Architect**

**§ 6.4.1** An initial payment of

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

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

1% per month or 12% per annum

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

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

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

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

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

§ 7.4 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

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

**ARTICLE 9 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B102™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~  
  - Exhibit A
  - Exhibit B
- .3 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*  
 AIA Document B205-2007 Historic Preservation  
 AIA Document B252-2007 Architectural Interior Design  
  
 RFP for AE Services  
 Proposal for AE Services

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

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

HUNTER B. GREENE, DIRECTOR OF ARCHITECTURE  
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**AIA**<sup>®</sup>

# Document B205™ – 2007

## Standard Form of Architect's Services: Historic Preservation

**for the following PROJECT:**

*(Name and location or address)*

Performance Hall  
450 Franklin Street  
Rocky Mount, Virginia

**THE OWNER:**

*(Name and address)*

Town of Rocky Mount  
345 Donald Avenue  
Rocky Mount, Virginia 24151

**THE ARCHITECT:**

*(Name and address)*

Hill Studio, P.C.  
120 West Campbell Avenue SW  
Roanoke, Virginia 24011

**THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 HISTORIC PRESERVATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

**ARTICLE 1 INITIAL INFORMATION**

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

See Exhibit A

Any major change to the design after the submittal of the Historic Preservation Certification Application (HRCA) Part 2 will require an amendment to be submitted to VDHR and NPS. All work associated with such amendment(s) will be considered additional services and will be billed accordingly at an hourly rate of \$110/hr.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

**ARTICLE 2 HISTORIC PRESERVATION SERVICES**

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and Architect’s consultants with those services provided by the Owner and Owner’s consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Historic Preservation Services that shall identify milestone dates for decisions required of the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Historic Preservation Services schedule with the Owner’s Project schedule.

§ 2.3 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project.

§ 2.4 The Architect shall submit historic preservation documentation to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Historic Preservation Services.

§ 2.5 The Architect shall provide only the services specifically designated below as the Architect’s responsibility. The Architect shall perform the designated services in accordance with a service description located in Section 2.6 or in an exhibit attached to this services document.

*(Designate the services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 2.6 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

<b>Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)</b>
§ 2.5.1 Existing Facilities Surveys	NP	
§ 2.5.2 Preliminary Survey and Work Plans	Architect	2.6.2
§ 2.5.3 Documentation of Existing Conditions	Architect	2.6.3
§ 2.5.4 Condition Survey	Architect	2.6.4
§ 2.5.5 Structural Investigation	NP	
Survey	NP	
Analysis	NP	
Physical Testing	NP	
Other	NP	
§ 2.5.6 Seismic Investigation	NP	
§ 2.5.7 Electrical and Mechanical Survey	NP	
§ 2.5.8 Codes, Regulations and Standards	NP	
§ 2.5.9 Selective Demolition	Architect	2.6.9
§ 2.5.10 Paint Analysis	NP	
Optical Microscopy	NP	
Chemical Analysis	NP	
Deterioration Analysis	NP	
Other	NP	
§ 2.5.11 Landscape Analysis	NP	
§ 2.5.12 Fabric Analysis	Architect	9.6.12
§ 2.5.13 Mortar Analysis	NP	
§ 2.5.14 Biological Analysis	NP	
§ 2.5.15 Test Samples	NP	

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)
§ 2.5.16 Archival and Literature Search	Architect	2.6.16
§ 2.5.17 Building Conservation	NP	
§ 2.5.18 Archaeological Research	NP	
§ 2.5.19 Building Chronology	Architect	2.6.19
§ 2.5.20 Historic Structure Report	NP	
§ 2.5.21 Cyclical Maintenance Plan	NP	
§ 2.5.22 HABS/HAER Documentation	NP	
§ 2.5.23 Historic Register Nominations	NP	
Local Landmarks	NP	
National Register of Historic Places	NP	
National Register of Historic Districts	NP	
National Historic Landmark	NP	
Other	NP	
§ 2.5.24 Historic Preservation Certification/Tax Incentives	Architect	9.6.24
§ 2.5.25 Section 106 Review Process	NP	
§ 2.5.26 Guidelines for Historic Preservation	NP	
Construction in or adjacent to a Historic District	NP	
Work on specific site or structure	NP	
Appropriate use of historic structures	NP	
Other	NP	
§ 2.5.27 Grant Proposals	NP	
§ 2.5.28 Conservation Assessment Program	NP	
§ 2.5.29 Historic Building Preservation Plan	NP	
§ 2.5.30 Interpretive Program	NP	
§ 2.5.31 Awards Submittal	NP	
§ 2.5.32 Preliminary Cost Estimate	NP	
§ 2.5.33 Programming	NP	
§ 2.5.34 Site Analysis and Selection	NP	
§ 2.5.35 Concept Design	NP	
§ 2.5.36 Economic Feasibility Study	NP	
§ 2.5.37 Geotechnical	NP	
§ 2.5.38 Land Survey	NP	
§ 2.5.39 Civil Design	NP	
§ 2.5.40 Landscape Design	NP	
§ 2.5.41 Environmental Study	NP	
§ 2.5.42 Contractor Qualifications	NP	
§ 2.5.43 Materials Restoration	NP	
§ 2.5.44 Other	NP	

**§ 2.6 DESCRIPTIONS OF SERVICES:** A brief description of each Historic Preservation Service is provided below. *(If necessary, provide in Section 2.7 expanded or modified descriptions of the Historic Preservation Services listed below.)*

**§ 2.6.1 Existing Facilities Surveys:** Conduct an Existing Facilities Survey for the Project. The Survey may include review of building uses, conditions of existing materials, systems review, code review and accessibility issues.

**§ 2.6.2 Preliminary Survey and Work Plans:** Describe the physical appearance of the property in general terms and evaluate its level of integrity, physical condition, probable historical significance and recommend a historic preservation work plan.

**§ 2.6.3 Documentation of Existing Conditions:** Provide a record of the property as it exists, which may include measured drawings, field notes, photographs or other means of documentation.

**§ 2.6.4 Condition Survey:** Describe the general condition of the Project and identify the locations of areas of concern.

**§ 2.6.5 Structural Investigation:** Investigate the structure of the building as designated in Section 2.5.5. The survey will determine the elements of the existing structural system. Analysis of the structural capabilities of the system will be done by visual and capacity calculation methods. Physical testing shall be done by structural loading or other testing methods.

**§ 2.6.6 Seismic Investigation:** Determine the seismic requirements of the building, compare the building to the required seismic code and recommend procedures to upgrade the building to meet the requirements.

**§ 2.6.7 Electrical and Mechanical Survey:** Prepare a survey of the existing electrical and mechanical systems.

**§ 2.6.8 Codes, Regulations and Standards:** Identify applicable codes and regulations. Describe how the codes apply to the building and site, and make recommendations for life safety, access for people with disabilities and regulatory compliance.

**§ 2.6.9 Selective Demolition:** Remove portions of the structure or designated materials to determine hidden materials or elements. Provide recommendations of areas to be demolished to the Owner for approval prior to commencement.

**§ 2.6.10 Paint Analysis:** Analyze designated areas of painted surfaces for color match, sheen, stencil patterns and chronology by optical microscopy, chemical analysis for composition or deterioration or other testing as designated in Section 2.5.10.

**§ 2.6.11 Landscape Analysis:** Prepare a survey of existing conditions and historic significance of landscape design, features and other site considerations.

**§ 2.6.12 Fabric Analysis:** Analyze the materials, workmanship and equipment of the structure in relation to their physical nature, sources and dates of construction.

**§ 2.6.13 Mortar Analysis:** Provide chemical analysis for mortar composition. Determine historical compositions and compressive strength. Provide recommendations for matching the historic mortar with available materials.

**§ 2.6.14 Biological Analysis:** Analyze biological growth by optical microscopy. If other types of testing are required, list under Section 2.7.

**§ 2.6.15 Test Samples:** Procure samples for testing of materials. Destructive testing may be required to obtain the samples. Test samples may include cleaning samples, paint color samples, brush-outs, mortar samples, trim or detailed mock-ups. List the tests to be performed under Section 2.7.

**§ 2.6.16 Archival and Literature Search:** Locate, identify and assemble original drawings, historic photographs and written accounts or descriptions that will aid in tracing the development of the structure through its history.

- § 2.6.17 Building Conservation:** Investigate the building relative to changes in structure, materials and composition to minimize further deterioration. Recommend procedures to minimize further deterioration.
- § 2.6.18 Archaeological Research:** Investigate the Project area below ground to recover, protect and evaluate artifacts and determine periods of occupation and use.
- § 2.6.19 Building Chronology:** Trace the development of the structure through its construction periods, ownership and uses.
- § 2.6.20 Historic Structure Report:** Prepare a Historic Structure Report (HSR).
- § 2.6.21 Cyclical Maintenance Plan:** Prepare a Cyclical Maintenance Plan as defined under Section 2.7.
- § 2.6.22 Historic American Building Survey/Historic American Engineering Record (HABS/HAER) Documentation:** Provide measured drawings, field notes and photo documentation of the historic structure in its current condition, prior to any new additions or alternations. Prepare in the format prescribed by the Library of Congress Historic American Building Survey/Historic American Engineering Record. Assemble original documentation for donation to the Library of Congress collection.
- § 2.6.23 Historic Register Nominations:** Prepare and submit the required forms to nominate the site or structure as designated in Section 2.5.23 and respond to inquiries of reviewing bodies.
- § 2.6.24 Historic Preservation Certification/Tax Incentives:** Prepare and submit the historic preservation certification application using the Secretary of the Interior Standards for the Treatment of Historic Properties. Respond to the governing authority's comments. Prepare forms for certification of completion. The Owner shall provide necessary legal, tax and accounting services.
- § 2.6.25 Section 106 of Secretary of the Interior Standards for Rehabilitation Review Process:** Prepare submittals for the Agency to submit, respond to governing authority and make recommendations regarding compliance with the Secretary of the Interior Standards for the Treatment of Historic Properties.
- § 2.6.26 Guidelines for Historic Preservation:** Prepare historic preservation guidelines for the type of project designated in Section 2.5.26. The limits of the physical boundaries to which the guidelines apply are to be recommended by the Architect and approved or defined by the Owner.
- § 2.6.27 Grant Proposals:** Prepare submittals for the Grant Proposal. Respond to governing authorities and make recommendations to the Owner regarding method, proposed scope of work and budget. The Owner shall provide legal and accounting services as requested by the granting agency.
- § 2.6.28 Conservation Assessment Program:** Prepare a Conservation Assessment Program (CAP) as set forth by the National Institute for the Conservation of Cultural Property.
- § 2.6.29 Historic Building Preservation Plan:** Prepare a Historic Building Preservation Plan in accordance with General Services Administration (GSA) guidelines.
- § 2.6.30 Interpretive Program:** Provide an interpretive program of the site and buildings for the public's use.
- § 2.6.31 Awards Submittal:** Prepare a submittal for the awards as prescribed in competition requirements. Specific awards shall be itemized in Section 2.7.
- § 2.6.32 Preliminary Cost Estimate:** Provide a preliminary cost estimate of the Cost of the Work based upon information determined from services performed with this Agreement. This estimate may be based on current area, volume or similar conceptual estimating techniques.
- § 2.6.33 Programming:** Prepare a program which will describe how the property will be used in the future and determine physical space requirements, relationships of the spaces, preservation treatments and how the proposed use will preserve the historical integrity of the building and site.

**§ 2.6.34 Site Analysis and Selection:** Provide an analysis of a site or sites designated by the Owner. Analysis may consist of on-site observations, movement systems, traffic and parking studies, topography analysis, and analyses of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets.

**§ 2.6.35 Concept Design:** Provide a Concept Design, which may include a conceptual approach to preservation of the building and design concepts for functional use.

**§ 2.6.36 Economic Feasibility Study:** Prepare an economic analysis of the Project, which may be based upon estimates of the total Project cost, operation and ownership cost, financing requirements, cash flow for design, construction and operation, return on investment and equity requirements.

**§ 2.6.37 Geotechnical:** Provide services of geotechnical engineers, which may include, but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

**§ 2.6.38 Land Survey:** Provide 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 2.6.39 Civil Design:** Study alternate materials and systems and develop conceptual design solutions for on-site utility systems, fire protection systems, drainage systems and paving.

**§ 2.6.40 Landscape Design:** Study alternate materials, systems and equipment and develop conceptual design solutions for land forms, lawns and plantings, physical site characteristics, design objectives and historic and environmental determinants.

**§ 2.6.41 Environmental Study:** Prepare a study to determine the need or requirements for environmental or ecological monitoring, assessment and any required impact statements. Prepare required environmental assessment and impact reports, attend public meetings and hearings, and present the studies to governing authorities.

**§ 2.6.42 Contractor Qualifications:** Prepare a list of contractor's qualifications required for the preservation work. Assist the Owner in evaluating the contractor's submittals and selecting qualified contractors.

**§ 2.6.43 Materials Restoration:** Provide drawings and specifications as necessary for restoration of materials. List the specific materials and the number of materials to be restored under Section 2.7.

## **§ 2.7 EXPANDED DESCRIPTION OF SERVICES**

*(In the space below, provide expanded or modified descriptions of the Historic Preservation Services listed above, add other services as space permits, or refer to an exhibit attached to this document.)*

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 The Architect shall provide Historic Preservation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 three ( 3 ) visits to the site by the Architect over the duration of the Project
- .2 two ( 2 ) presentations of any portion of the Work as requested by the Owner
- .3 one ( 1 ) copies of reports, both interim and final, and other documentation requested by the Owner
- .4 two ( 2 ) appeals to any boards, committees or other required groups

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, which may include space requirements and relationships, special equipment, systems and site requirements.

§ 4.2 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**ARTICLE 5 COMPENSATION**

§ 5.1 For the Architect's Historic Preservation Services described under Article 2, the Owner shall compensate the Architect as follows:

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

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.1, the Owner shall compensate the Architect as follows:

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

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

§ 5.3 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent ( \_\_\_\_\_ %), or as otherwise stated below:

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Historic Preservation, if any, are as follows:

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect



# AIA<sup>®</sup> Document B252™ – 2007

## Standard Form of Architect's Services: Architectural Interior Design

**for the following PROJECT:**

*(Name and location or address)*

Performance Hall  
450 Franklin Street  
Rocky Mount, Virginia

**THE OWNER:**

*(Name, legal status and address)*

Town of Rocky Mount  
345 Donald Avenue  
Rocky Mount, Virginia 24151

**THE ARCHITECT:**

*(Name, legal status and address)*

Hill Studio, P.C.  
120 West Campbell Avenue SW  
Roanoke, Virginia 24011

**THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECTURAL INTERIOR DESIGN SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 SPECIAL TERMS AND CONDITIONS

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

## ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information that will affect the Architect's performance, including the Owner's Budget for the Cost of the Work, and the Owner's anticipated dates for commencement of construction and Substantial Completion.)*

See Exhibit A

## ARTICLE 2 ARCHITECTURAL INTERIOR DESIGN SERVICES

§ 2.1 The Architect shall manage and administer the Architectural Interior Design Services. The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Architectural Interior Design Services that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Architectural Interior Design Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Architectural Interior Design Services.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts; (2) have a significant financial interest; or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

### § 2.5 Programming Phase Services

§ 2.5.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's space requirements.

§ 2.5.2 The Architect shall review the requirements necessary for the various Project functions, relationships or operations, such as those for existing and projected personnel, space, furniture, furnishings and equipment, operating procedures and communications.

§ 2.5.3 The Architect shall assist the Owner in the preparation of a budget for the Work and a Project schedule.

§ 2.5.4 The Architect shall gather information to be furnished by the Owner's representatives to aid the Architect in understanding the Owner's present, short-term and long-term personnel and space requirements, including special equipment needs, organizational structure, adjacencies and workflow.

§ 2.5.5 The Architect shall conduct interviews with the Owner's representatives and shall observe existing conditions at the Owner's facilities.

§ 2.5.6 The Architect shall develop personnel space standards based upon an evaluation of the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.5.7 The Architect shall develop a general understanding of the Owner's equipment requirements, including data and telecommunications equipment, reproduction equipment and the corresponding environmental conditions required to maintain such equipment.

§ 2.5.8 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility. The Architect shall prepare a written space program for the Owner's review and approval.

~~§ 2.6 Pre-Lease Analysis and Feasibility Phase Services~~

~~§ 2.6.1 At the request of the Owner, the Architect shall evaluate alternative buildings with respect to the Owner's programmatic requirements. The number of alternative buildings shall be specified in Article 7.~~

~~§ 2.6.2 The Architect shall review the alternative buildings with respect to gross, usable or rentable area, building configuration and architectural features.~~

~~§ 2.6.3 The Architect shall prepare one (1) test floor plan in each alternate building.~~

~~§ 2.6.4 The Architect shall review the quality and quantity of the building standards being offered in the landlord's workletter.~~

~~§ 2.6.5 The Architect shall report to the Owner observations and recommendations based on the evaluation of the alternative buildings.~~

§ 2.7 Schematic Design Phase Services

§ 2.7.1 Based on the approved written program, the Architect shall prepare for the Owner's approval adjacency diagrams showing the general functional relationships for both personnel and operations.

§ 2.7.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment, and shall notify the Owner of anticipated impacts that such designs and methods may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 2.7.3 Upon approval of the adjacency diagrams, the Architect shall prepare a space plan that delineates the location of walls, doors, windows, rooms, offices, workstation areas and special use areas to conform to program requirements. The Architect shall submit the space plan for the Owner's review and approval.

§ 2.7.4 The Architect shall prepare the design concept for the Project, indicating the types and quality of finishes and materials and furniture, furnishings and equipment.

§ 2.7.5 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and when the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work.

~~§ 2.8 Design Development Phase Services~~

~~§ 2.8.1 Based on the approved Schematic Design, the Architect shall prepare and present, for approval by the Owner, Design Development Documents, which shall consist of drawings and other documents describing the size and character of the interior construction of the Project.~~

~~§ 2.8.2 The Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.~~

~~§ 2.8.3 The Architect shall illustrate the architectural and decorative character of the Project. Such illustrations may include drawings, plans, elevations, sections, renderings, photographs, and samples of actual materials, colors and finishes.~~

~~§ 2.8.4 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.~~

**§ 2.9 Contract Documents Phase Services Schematic Design**

**§ 2.9.1** Based on the approved ~~Design-Development~~ Documents and other documents including schedule and estimate of 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~~ **Schematic Design** Documents and shall consist of Drawings, Specifications and other documents required to describe the interior construction necessary for the Project.

**§ 2.9.2** The Contract Documents shall include plans, elevations, sections, schedules, details and specifications required to describe the interior construction work.

**§ 2.9.3** The Architect shall prepare, for the Owner's approval, documents describing the requirements for the procurement, fabrication, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

**§ 2.9.4** The Architect shall assist the Owner in the preparation of the necessary Quotation and Bidding Documents.

**§ 2.9.5** 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.

**§ 2.10 Bidding and Quotation Phase Services**

**§ 2.10.1** Following the Owner's approval of the Contract Documents, the Architect shall assist the Owner in establishing a list of prospective contractors for construction and vendors for furniture, furnishings and equipment.

**§ 2.10.2** The Architect shall assist the Owner in obtaining competitive bids or negotiated proposals for construction and quotations for furniture, furnishings and equipment.

**§ 2.10.3** Bidding Documents shall consist of bidding requirements and the proposed Contract Documents.

**§ 2.10.4** Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.

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

**§ 2.10.6** The Architect shall assist the Owner in reviewing bids and quotations. The Architect shall assist the Owner in awarding and preparing agreements for the Project.

**§ 2.10.7** If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

**§ 2.11 Construction Phase Services**

**§ 2.11.1 General**

**§ 2.11.1.1** The Architect shall provide administration of the Contract between the Owner and Contractor as set forth below and in the AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and the Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.

**§ 2.11.1.2** 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 the Agreement unless

otherwise modified by written amendment. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, fabrication, procurement, shipment, delivery or installation, 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.

**§ 2.11.1.3** Subject to Section 3.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 2.11.1.4** 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.

**§ 2.11.1.5** 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 the Owner and Contractor, shall not show partiality to either, and shall not be liable for the 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.

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

#### **§ 2.11.2 Evaluations of the Work**

**§ 2.11.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 2.11.2.2** 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 such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

#### **§ 2.11.3 Certificates for Payment to Contractor**

**§ 2.11.3.1** 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 2.11.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) the results of subsequent tests and inspections; (3) the correction of minor deviations from the Contract Documents prior to final completion; and (4) specific qualifications expressed by the Architect.

**§ 2.11.3.2** 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 of construction, fabrication, procurement, shipment, delivery or installation; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

**§ 2.11.4 Submittals**

**§ 2.11.4.1** The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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.

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

**§ 2.11.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 2.11.4.4** Subject to Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 2.11.4.5** 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.

**§ 2.11.5 Changes in the Work**

**§ 2.11.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in Contract Sum or an extension of the Contract Time. Subject to Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 2.11.5.2** The Architect shall maintain records relative to Changes in the Work.

**§ 2.11.6 Construction Completion**

**§ 2.11.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.11.6.2 The Architect's inspection 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.

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

§ 2.11.6.4 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.

### § 2.12 Furniture, Furnishings and Equipment Contract Administration Phase Services

§ 2.12.1 The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

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

§ 2.12.3 The Architect shall review and approve or take other appropriate action upon the Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 2.12.4 As the buyer of goods, the Owner shall receive, inspect and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise provided. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.12.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

§ 2.12.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with, and to keep the Owner informed about, 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. The Architect shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work.

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Architectural Interior Design Services described above, the Architect shall provide Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

<b>Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)</b>
§ 3.1.1 Measured Drawings	NP	
§ 3.1.2 Existing FF&E Inventory	NP	
§ 3.1.3 Valuations/Appraisals of Existing FF&E	NP	
§ 3.1.4 Special Studies and Surveys	NP	
§ 3.1.5 Graphics & Signage Design	NP	
§ 3.1.6 Art Selection and/or Procurement	NP	
§ 3.1.7 Special Consultants	NP	
§ 3.1.8 Studies Related to Future FF&E	NP	
§ 3.1.9 Detailed Cost Estimates	NP	
§ 3.1.10 Detailed Quotation Review	NP	
§ 3.1.11 Receive/Inspect/Accept/Reject Furniture	NP	
§ 3.1.12 Post-Occupancy Evaluations	NP	
§ 3.1.13 Operating Cost Analysis	NP	
§ 3.1.14 Extending Services after Project Completion	NP	
§ 3.1.15 Reviewing Extensive Number of Claims	NP	
§ 3.1.16 Vendor Default Services	NP	
§ 3.1.17 Damage Replacement Consulting	NP	
§ 3.1.18 Public or Legal Proceedings Activities	NP	
§ 3.1.19 On-Site Project Representation (B207™-2008)	NP	
§ 3.1.20 Equipment Testing and Training	NP	
§ 3.1.21 Other:	NP	

§ 3.2 Insert a description of each designated Additional Service the Architect shall provide if not further described in an exhibit attached to this document.

See Exhibit A

§ 3.3 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3, and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 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;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction, or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion  
See Exhibit A

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

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1** The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the landlord. The Owner shall provide information contained in the lease or landlord correspondence relevant to the Project.

**§ 4.2** The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 7.

**§ 4.3** 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.

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

**§ 4.5** Unless otherwise provided for under the Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 4.6** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. 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.

**§ 4.7** 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.

**§ 4.8** 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.

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

**§ 4.10** 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.

**§ 4.11** 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.

**§ 4.12** 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.

**§ 4.13** 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 herein. 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.

## ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct, purchase and install all elements of the Project designed or specified by the Architect and shall include contractors' and vendors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work shall be provided in Article 1, Initial Information. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor Owner has control over the cost of labor, materials, furniture, furnishings or equipment; over the Contractors' methods of determining bid prices; or over market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or quotations 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.

§ 5.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, furniture, furnishings and equipment, finishes, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work may be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 5.4 If bidding or requests for quotations have not commenced within 90 days after the Architect submits the Contract Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable market.

§ 5.5 As the design process progresses through the end of the preparation of the Contract Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. 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, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Contract 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 the accompanying Owner-Architect Agreement;
- .4 in consultation with the Architect, revise the Project's program, scope or quality as required to reduce the Cost of the Work; or
- .5 implement another mutually acceptable alternative.

~~§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Contract Documents Phase Services, or the budget as adjusted under Section 5.6.1. The Architect's modification of the Contract Documents shall be the limit of the Architect's responsibility under this Article 5.~~

**ARTICLE 6 COMPENSATION**

**§ 6.1** For the Architect's Services described under Article 2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**§ 6.2** For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**§ 6.3** For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**§ 6.4** Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus percent (                   %), or as otherwise stated below:

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

**§ 6.5** Where compensation for the Architect's Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:  
*(Insert additional phases as appropriate.)*

See AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect

Programming Phase:	percent (                   %)
Pre-lease Analysis and Feasibility Services Phase:	percent (                   %)
Schematic Design Phase:	percent (                   %)
Design Development Phase:	percent (                   %)
Contract Documents Phase:	percent (                   %)
Bidding and Quotation Phase:	percent (                   %)
Construction Contract Administration Phase:	percent (                   %)
Furniture, Furnishings and Equipment Contract Administration Phase:	percent (                   %)

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Total Compensation:	One hundred percent (100%)
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§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed whether or not the Construction Phase is commenced.

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

**Employee or Category**

**Rate**

**ARTICLE 7 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Architectural Interior Design, if any, are as follows:

**Exhibit A**  
**To AIA Document B102-2007 Standard Form of Agreement Between Owner  
and Architect**

March 28, 2012

*HSPC Project No. 1208*

**DESCRIPTION OF THE WORK**

The Owner desires to renovate the structure at 450 Franklin Street Rocky Mount Virginia (formerly the Lynch Hardware building) into a Performance Hall that will present different music genres and establish a music venue at the easternmost part of the Crooked Road, Virginia's Heritage Music Trail. The project will participate in the state and federal historic rehabilitation tax credit programs and all work will be designed to be consistent with *The Secretary of the Interior's Standards*. The following is the Building Program that the Architect is to use in developing the Facility Design.

The two story building will have the music venue on the upper floor and the lower floor's use is to have a Commercial Grade Kitchen, Dining Hall and Support Spaces. Each floor has approximately 7,700 square feet. The floors will be connected by a stair and elevator. The building will undergo a complete renovation in that the interior partitions and finishes will be removed and new partitions, finishes, mechanical and electrical systems will be added.

The design for the facility is intended to:

- Accommodate 300 to 400 audience members during performances
- Include a Stage, Back of House Green Room with a toilet for performers and a Storage Area
- Be equipped with permanent Stage Lighting and a Sound System
- Include a Lobby, Concession and Merchandising area, Toilets, Ticketing and a small Office
- Utilize the existing overhead door opening at the Main Floor for loading and unloading equipment
- Have a stair and elevator connecting the two floors
- The Lower Level will include a small Commercial Grade Kitchen, Dining Hall, a potential Recording Studio and Support Spaces for the facility.
  - The equipment in the small Commercial Grade Kitchen will include these all electric appliances; convection oven, cook top with an exhaust hood, dishwashing machine, scullery sink, refrigerator and freezer
- Provide an inviting presence to the sides of the building facing the Farmer's Market utilizing the available exterior space on the site.
- Comply with the *Secretary of the Interior's Standards for Rehabilitation*

The specific sizes and character of the spaces will be determined following meetings with the Owner and other Stakeholders.

The Construction Cost budget is \$1,400,000.

The Bid Documents have been requested to be ready by June 11, 2012. A projected project schedule is included at the end of this exhibit. This Agreement acknowledges this is a tight timeframe and that schedules are affected by such things as DHR and Owner reviews. These items are beyond the Architect's control. The Architect will endeavor to keep the Owner abreast of any needs that surface that may require a change in this deadline.

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES:**

1.1 The Architect's role will be to provide professional design services to assist the Owner in the Predesign, Schematic Design, Construction Documents, Bidding, Construction Administration Phases and Historic Tax Credit Applications required to complete the Work. The Architect will provide the following design services by Phase:

***FACILITY DESIGN*****Predesign Phase**

1. Measure and photograph the existing building.
2. Have the site surveyed by a licensed surveyor
3. Identify character-defining features of the building for tax credit purposes
4. Draw the existing building
5. An assessment of the existing building to include;
  - o Structural components
  - o Roof
  - o Mechanical, Electrical, Plumbing systems
6. Provide a visual inspection of the facility by an Environmental Engineer with a Letter Report.
7. Conduct Three public meetings and information gathering sessions in Rocky Mount with the town council, music performers and the citizens.
8. Summarize the meetings' input.
9. Develop a Facility Program from that meeting, our knowledge of the building and our past experience with music venues. Compare the programming desires with other venues.
10. Provide a targeted decibel level of the HVAC systems when in operation during a performance.
11. Provide a Project Data and Building Code summary

**Schematic Design Phase**

1. Provide three Conceptual Plans of the Facility Design
2. Present the three Conceptual Designs to the Performance Hall Committee
3. Owner will Review and consider Architect's recommendations and will select one version to develop into one Schematic Design
4. Include the Committee's comments for the one Schematic Design
5. Develop the Schematic Design including the Sound, Lighting, Video, Acoustic and Rigging Design
6. Provide two renderings of the facility, one interior and one exterior.
7. Develop a Schematic Design Construction Cost Estimate
8. Submit and present the Schematic Design to the Owner for review.
9. Submit to the Owner the proposed finishes, furnishings, Owner selected art and graphics included in the Schematic Design for review.
10. The Owner with the Architect's assistance will determine the Scope of Work for the Construction Documents Phase
11. Submit Historic Preservation Certification Application (HPCA) Part 1 & 2 to the Virginia Department of Historic Resources (VDHR) and the National Park Service (NPS)
12. Coordination with the Historic Tax Credit legal counsel and accountant

**Construction Documents Phase**

1. Incorporate the comments from the Owner's review
2. Incorporate the comments from the VDHR and NPS review.
3. Include finishes, furnishings, Owner selected art and graphics.
4. Provide 75% Construction Document Drawings for Town review including Alternates
5. Incorporate the Owner's comments
6. Coordination with the Historic Tax Credit legal counsel and accountant
7. Provide Construction Documents including Construction Drawings and Technical Specifications

**Bidding Phase**

1. Assist the Owner in one round of Bidding.
2. Coordinate with the Owner and write one Bid Advertisement.
3. Provide Documents to Bidders.
4. Conduct one Pre-bid Meeting at the site
5. Provide the Owner with a review of the Bids and assist the Owner during negotiations with the lowest responsible Bidder.
6. Assist Owner in developing one Owner-Contractor Agreement including but not limited to a 5% retainage on the General Contractor's payments

**CONSTRUCTION****Construction Administration Phase**

1. Provide on site overview, one inspection per week for 10 months starting when mobilization is complete. Additional fees for inspection will be incurred beyond the 10 month period.
2. Respond to contractor questions
3. Review Submittals and Shop Drawings
4. Review Certificates for Payment
5. Coordination with the Historic Tax Credit legal counsel and accountant
6. Submit HPCA Part 3 to VDHR and NPS for final certification at completion of construction.

**Post Construction Phase**

1. Provide As-built CAD drawings using information in the marked up drawings as provided by the Contractor

The Architect is providing the following Services. The Scopes of these services is detailed elsewhere in this agreement:

- Architecture
- Mechanical Engineering
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Building Assessment
- Site Surveying
- Limited Environmental Inspection as stated in the Schematic Design Phase
- 3 Public Meetings
- Facility Programming
- Sound, Lighting, Video, Acoustic and Rigging Design
- Interior Design
- Landscape Architecture
- Coordination with the Town selected Legal Counsel, Accountant and Syndicator for the Historic Tax Credits
- Historic Tax Credit Processing of HPCA Parts 1, 2 & 3 for the Department of Historic Resources and the National Park Service

Historic Preservation - It is understood by both parties that although the process for following the Secretary of the Interior's Standards will be followed as a part of this work, there are items affecting the certificate for tax credits that are beyond the control of the Architect and the Architectural Historian. There are no guarantees that a successful certificate at full value can be obtained. Services are rendered for the attempt to gain historic tax credits, not the final outcome of the decision by National Park Service.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

### 6.1 The Architect's compensation shall be as follows

For Architecture and Engineering Services as described in Article 1 Basic Compensation shall be computed as eight and three tenths percent (8.3 %) of the Construction Cost. The Architect's fee will be based upon and adjusted at different stages of the Project based upon the Estimated and Actual Construction Cost.

Progress payments for Basic Services in each phase shall total the following percentages of the Basic Compensation payable:

- |   |                     |        |
|---|---------------------|--------|
| • Pre Design Phase  | thirteen percent    | (13%)  |
| • Schematic Design Phase:                                     | twelve percent      | (12%)  |
| • Construction Documents Phase                                | forty-five percent  | (45%)  |
| • Bidding Phase   | five percent        | ( 5%)  |
| • Construction Administration and<br>Post Construction Phases | twenty-five percent | (25%)  |
| • TOTAL Basic Compensation                                    | one hundred percent | (100%) |

Compensation to the Architect will be calculated based on the following stages of the work:

- 1) At the initiation of this contract Basic Compensation and Monthly Billings will be based on 8.3% of the budgeted Construction Cost of \$1,400,000 to determine compensation to the end of the Schematic Design Phase.
- 2) At the end of the Schematic Design Phase the Architect will provide a Construction Cost Estimate based on the Schematic Design. This estimate will be used to determine the Basic Compensation and Monthly Billings of the Construction Documents Phase.
- 3) At the Award of the Contract for Construction, the accepted Contractor's Construction Cost amount will be used to determine the Basic Compensation and Monthly Billings for the Construction Administration Phase.
- 4) The accepted final Certificate for Payment to the Contractor will be used to adjust the Basic Compensation for the Construction Administration Phase fee.

Hill Studio, P.C. will invoice on a monthly basis. Interest will be charged at the rate of 1% per month or 12% per annum on invoices not paid within thirty (30) days.

In addition to compensation for basic services, Hill Studio, P.C. will invoice at 1.15 times incurred cost for reimbursable expenses in conjunction with the project. Reimbursable expenses are transportation (transportation to and from Rocky Mount, Roanoke and Radford are not a reimbursable expense), long distance telephone communications, blueprinting and photocopying of drawings, specifications and other project documents, postage and photography used on the project. Expenses will be itemized in accordance with good accounting practice.

Hill Studio, P.C. will invoice for any additional services requested in writing by the Owner. Additional services are any services not specifically included in the aforementioned Scope of Services. For additional consultant services, Hill Studio, P.C. will invoice all consultant costs at 1.15 times the consultants' invoice. All consultants will be approved by the Owner in writing prior to Contract being issued. During the Construction Administration Phase if more than the one inspection per week for ten months is required, the Architect will be compensated \$ 450.00 per inspection.

Additional services for accompanying the Owner to meet with potential donors and funding sources will be charged at \$ 125 per hour or \$ 1,000 per day for overnight travel plus reimbursable expenses.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown Insurance 100 Hubbard Street Ste A Blacksburg VA 24060-5745		<b>CONTACT NAME:</b> Leslie Steger <b>PHONE (A/C No. Ext):</b> (540) 552-5331 <b>E-MAIL ADDRESS:</b> lstege@1lbrown.net <b>FAX (A/C. No.):</b> (540) 552-3321	
<b>INSURED</b> Hill Studio, PC 120 West Campbell Avenue SW Roanoke VA 24011		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Insurance Co. NAIC # 10677 INSURER B: Accident Fund General 12304 INSURER C: CNA COMPANIES INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			EBP0024054	7/5/2011	7/5/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EBP0024054	7/5/2011	7/5/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			EBP0024054	7/5/2011	7/5/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6076220	7/12/2011	7/12/2012	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			AER006151716	10/1/2011	10/1/2012	each occurrence 1,000,000 general aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE  Nancy Linkous/NVL <i>Nancy Linkous</i>
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