



**Special Council /Library Board
Agenda
Monday, August 26, 2019 at 7:00 PM
Council Chambers**

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1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF AGENDA

5. NEW BUSINESS

5.a. Library Building Project Site Selection 2 - 64
[Memo-Library Building Project Site Selection](#)

5.b. Contract for Architectural Services for Library 65 - 97
[Memo - Contract for Architectural Services for Library](#)

6. COMMUNICATIONS AND MISCELLANEOUS

7. ADJOURNMENT



MEMO

Prepared for: Mayor, City Council and Library Board
Staff Contact: Sarah Reese, HR Manager
Meeting: Special Council/Library Board - 26 Aug 2019
Subject: Library Building Project Site Selection

BACKGROUND INFORMATION:

Rick McCarthy, the architect from StudioGC will provide an overview of his findings along with his recommendation for the future home of the library. Rick's report, along with the staff report are included in the packet for review.

RECOMMENDATION:

Based on the findings and feedback from StudioGC, the staff report and community input, the Library Board recommends the new library be constructed at the old middle school site on Arch Avenue with the understanding that the School Board approved the addendum to the Development Agreement. The addendum extends the commencement of site prep to the location to no later than October of 2020.

ATTACHMENTS:

[StudioGC recommendation 8.16.19](#)

[Staff Report 8.19.19](#)



Fax: 312 253 3401

223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

August 16, 2019

Mayor Fred Horne
Members of the City Council
Board of Trustees, Friday Memorial Library
City of New Richmond
156 East First Street
New Richmond, WI 54017

Re: Library Site Study

Dear Mayor Horne, Members of the City Council and Library Trustees;

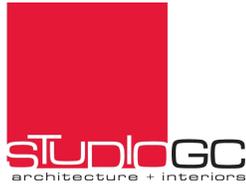
StudioGC is pleased to have been chosen as the architect for library upgrades for the Friday Memorial Library. Working with the Library and the City of New Richmond, we have devised a three-part strategy to help stakeholders make informed decisions that will shape the future of the library. Each of these phases has been designed to allow a high degree of participation by the public and to provide the opportunity for community input.

Part One: "What do we want the Friday Memorial Library to do?" In part One, we gave a number of community presentations outlining the many new things that public libraries are offering and followed up with polling. Data gathered during this process will help inform future design decisions regarding what amenities will be offered by the updated Friday Memorial Library.

During Part One, we contacted Fritz Friday as a representative of the Friday family that generously donated funds for the current library. We wanted to make certain that the Friday family understood that after nearly 60 years of service, there might be significant upgrades to, or even a replacement of the existing library. Mister Friday understood that libraries have changed much since the existing library was built and was supportive of the project.

In Part 2 StudioGC has been asked to evaluate two options; Option 1 is an expansion of the existing library building. Option 2 is a new-build library on the site of the former middle school between Arch Avenue and Green Avenue and adjacent to East 5th Street.

For the purposes of site evaluation, we are currently assuming a fixed project budget of approximately \$6,000,000. The budget will be finalized this fall.



Option 1

The existing library is approximately 8,500 square feet in area and is a wood frame structure of residential-style construction with sloped roofs and dated infrastructure. The sloped roofs and residential design vocabulary make it challenging to expand the library and will tend to yield a final floor plan that is relatively fragmented, has poor sight lines and potentially increased staffing costs.

The existing site has no on-site parking. The challenges presented by the lack of parking will only increase if the library grows. Expansion of the existing library would also require that the existing building be brought up to current energy and accessibility codes - an expensive undertaking for a 60-year-old building.

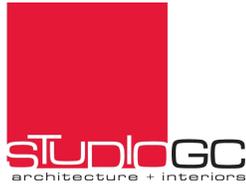
Site conditions also preclude any additional future expansion should Friday Memorial Library need to grow again to keep up with a growing community.

Given a fixed budget, Option 1 will result in a slightly larger library than would Option 2 as it makes use of existing square footage. This additional square footage comes at the cost of a relatively inflexible solution, no on-site parking and no room for future expansion.

Option 2

The proposed site for Option 2 is sufficiently large for the new library, parking and future expansion. The freedom to choose an efficient building geometry for a new building would increase efficiency and allow Friday Memorial Library to operate more efficiently with a smaller staff than may be required for Option 1.

Given a fixed budget, Option 2 would yield a library that is several thousand square feet smaller than might be built under Option 1. The resulting library would however be more efficient and better able to adopt to future changes.

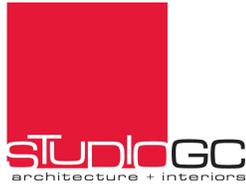


Summary of Benefits and Challenges;

Benefits	Challenges
Larger initial size	No future expansion
Utilizes existing library	Minimal long-term flexibility
	No on-site parking
	Less efficient plan
	Increased staffing cost
	Disruption to library operations during construction
	Less energy efficient
	Existing library requires ADA upgrades
	Existing library must be brought up to current energy code
	Shorter term solution

Option 2:

Benefits	Challenges
Potential for future expansion	Smaller initial size than Option 1 given a fixed budget
Adequate on-site parking	Future of existing library to be determined
More efficient plan	
Increased long term flexibility	
Minimal impact to staffing cost	
No disruption to library operations during construction	
Increased energy efficiency	



Recommendations

StudioGC recommends that the City of New Richmond and the Trustees of Friday Memorial Library pursue Option 2 as the as the solution that will provide the best level of library service and enhanced flexibility at lowest long-term cost. Libraries are changing rapidly and designing for future flexibility is of paramount importance. Only Option 2 can provide this degree of flexibility.

Please feel free to contact us at any time if you have any questions or comments.

Sincerely

A handwritten signature in blue ink, appearing to read 'Rick McCarthy', with a horizontal flourish extending to the right.

Rick McCarthy AIA
Library Team Leader
StudioGC Inc

Library Building Project

Staff Report

August 19, 2019



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Addendum B: <i>“What do we want the Library to be?”</i> Survey results and comments	
Addendum C: <i>“Where do you want the Library to be?”</i> Site selection results and comments	
Addendum D: School District Master Plan, Development Agreement and Purchase Agreement	
Addendum E: Glover Park Deed and Newspaper Article	

Prepared by:

Jennifer Rickard
Britta Rice
Sarah Reese
Mike Darrow

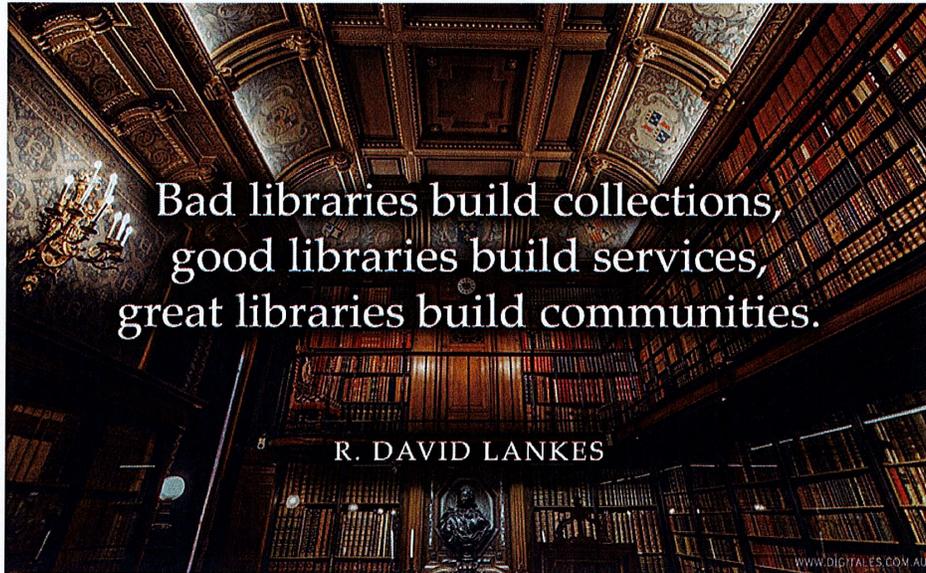
History

The first public library in New Richmond was organized in the early 1890s by a group of citizens. The library's first location was in the back of a drugstore owned by Bell Aldrich, and the library was staffed entirely by volunteers. Fritz Friday gave the generous donation, in honor of his father Carleton A. Friday, which allowed the present facility to be built in Glover Park. This building was completed in 1963 and expanded in 1989, to the current approximately 8,500 square feet.

Through the years the City has worked with consultants and architectural firms to discuss future library needs for our growing community. We have learned a lot from those discussions and ideas which brings us to our analysis and recommendation for a new library within our community. To aid the City in this process, Studio GC was hired to create a vision for the future by evaluating option 1 (existing library site) and option 2 (old middle school site). Their report and recommendation is also included within this document.

Throughout the past several years, our focus has been bridging the past library needs with future needs. Building that bridge included a significant amount of outreach and conversation with community members as well as the leadership of the City Council, Library Board and staff. In the pages that follow, we intend to provide a deeper understanding of this community process before offering a recommendation.

Finally, it is important to acknowledge the work of past members of the City Council, Library Board, community members and staff who have worked hard over the years in bringing forth ideas, energy and understanding of the importance of community libraries. With their help, our future remains bright!



Friday Family Discussion

Prior to our community process, staff and StudioGC wanted to provide an overview of this process as well as the possible relocation of the library to the old middle school site to Mr. Fritz Friday. We wanted to inform him about options being considered for the future library while expressing our gratitude for everything he and his family have provided our community for decades. We know how important it is to honor the Friday family legacy as we move forward so we wanted to be sure they were included in the decision making. Mr. Friday was very pleased with our phone call and was understanding of the needs of our community as well as the possible relocation of the library to another site.

Community Process- Phase I

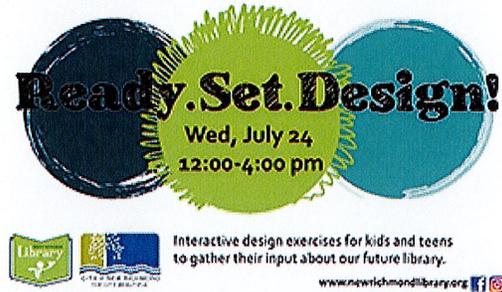
During this phase, we focused on selecting a site for the future of our community library. This collaboration and commitment to the library project brings the goal of breaking ground in 2020.



On June 18, 2019, we began our first series of community discussions. The theme for this event was *"What do we want the library to do?"* During the day Rick McCarthy with StudioGC met with City staff during two lunch sessions, followed by a joint City Council and Library Board presentation, followed by the Community event that evening. During this presentation (Addendum A), Rick informed the groups of the endless opportunities we could offer our community with additional space.

We gathered community feedback for approximately one month following the meeting. This information was gathered through a paper or electronic survey. See Addendum B for survey findings and comments.

From a patron suggestion on Facebook, we worked with Rick to add an interactive activity for kids and teens to gather their ideas about the library building project and what they would like to see us offer. Ready.Set.Design! brought educational elements of architectural planning and design to the youth of our community and they did amazing! Rick and his team came up and worked with the kids for a day. The kids loved sharing their ideas and brought excitement for what we have yet to offer.



In July, we hosted our second series of meetings to gather feedback from the community. The theme for this meeting was *"Where do you want the library to be?"* In efforts to connect with more community members, we organized an additional event at The Space. For this event, we mailed invites to nearly 130 community members that are involved on various boards, organizations or committees. This event came with great support and feedback. The following evening on July 24, 2019, we had our community discussion regarding the same topic.

Following this meeting, we collected site preference feedback via paper or electronic voting through August 13, 2019. This was collected through a paper or electronic voting process. Addendum C provides the results and comments from the site selection voting.

Throughout the summer to ensure the community, patrons, boards and commissions and staff were informed of the process and progress of the project, we communicated in various methods and formats. For example:

- Newspaper articles
- eBlasts to library patrons
- eBlasts to Friends of the Library membership
- eBlasts to the City lists
- City Newsletter article

- Social Media updates and events
- Two Podcast New Richmond conversations. One with Marla Hall, Library Board Vice Chair and another with Rick McCarthy from StudioGC
- Recordings and documentation of each community meeting posted to the Library website
- Both sites were staked and painted for community members to easily visualize options
- Booths and community outreach
 - 1st National Community Bank event
 - National Night Out
 - Chamber Coffee
 - Rotary
 - Kiwanis
- Informational Displays in the library

Through this process, we have received positive feedback in which our community members had multiple opportunities to be involved and be heard. As we have heard suggestions and recommendations, we have done our best to incorporate them into our events and process.

At this time, the most frequently asked question is *"When can we expect to have a new library?"*

Master Plan with New Richmond School District

In April of 2017, the City of New Richmond and the School District of New Richmond entered into a Library Master Plan agreement for the potential location of a new community library on the old middle school site. One important element of this plan and partnership included the following: "The New Richmond Library will be an important community facility and gathering space for people of all ages for decades to come. The City of New Richmond will make every effort possible to incorporate as much feedback as possible from the community on future design so that it reflects values and desires of the community."

City staff have reviewed the Master Plan agreement, Purchase Agreement and Development Agreement (See Addendum D) and have also provided this report to the School District of New Richmond. Based upon the language of the Master Plan, a recommendation to move forward with the location of a new library at the old middle school site is within the scope of the April 2017 agreement and meets the intent of this community partnership.



Can the City move the library to the old middle school site?

Yes. On August 14, 2017, the City Council approved a purchase agreement for the Old Middle School. The purchase price was \$1 for approximately 3.914 acres of land. As part of this agreement, the City was given a period of time to complete a community process, as outlined within the master plan. That period of time expires in September of 2019, otherwise the land reverts back to the School District. The City has informed the School District that, if approved on August 26, we anticipate construction of the library to occur in 2022.

Deed Restriction – Glover Park

The land where the current library is located was conveyed to the City on January 16, 1913 by John E. Glover and Ellen S. Glover. The deed (Addendum E) contains the following language:

“The conveyance is made upon the express conditions that the tract of land shall be forever used and maintained by said City as a public park and it shall be called and known as Glover Park. Provided, however that said City shall have the right to use such part of said track as may be reasonably necessary as and for a site for a public library building. That in case of any failure to comply with the conditions of this conveyance that said land shall revert to the grantor or his heirs.”

Can the City move the location of the library to another site? What will become of this site?

Yes. The City Council can construct a new library on another site. The deed specifically indicates that the land must be used as a park. It also indicates that the site could be used for a library. If there is a formal recommendation to move the site to the Arch Avenue property, a separate community conversation will occur to determine future uses for Glover Park. We would recommend that this process commence immediately.

Staff Recommendation

Our recommendation is based upon the findings of fact outlined in this document, along with the community support and feedback, as well as the report dated August 16, 2019 from StudioGC, that the City Council and Trustees of the Friday Memorial Library pursue the Old Middle School Site (Option 2) for our future library.

Option 2 meets all criteria	
√	Guidelines met with New Richmond School District agreements
√	Community informed and had a voice
√	Discussion of understanding with the Friday Family.
√	Reviewed deed guidelines for Glover Park
√	Meets the future needs of the community growth

Potential Motion:

Motion to move forward with the Old Middle School Site for the location of a new community library.

Next Steps

August, 2019

- Site Approval
- Letter to School District of New Richmond
- Approval of AIA contract for Studio GC

September, 2019

- RFP process for fundraising coordinator
- Review of design phase proposal from Rick – Studio GC
- Capital Improvement Plan and Budget Authorization for new library
- Official groundbreaking and community celebration event

October – December

- Design phase and community discussions begin

Existing Library Site (contingent upon selection of Option 2)

September – December

- RFP for Existing Building Project and Community Conversations
- RFP approval in October – November
- Project commences in 2020

More Seating

Library seating
provides for every
need;
Quiet study
Solo work
Collaborative work
Group activities

*Seating at the library
fills up quickly*



Drive-up Services

Many libraries have a drive-up window for dropping off materials. Many also offer drive-up pickup for reserved items.



*Enhancing accessibility
and convenience for all
library patrons.*



Study Rooms and Small Group Rooms

Semi-private small group and study rooms are used for quite reading, studying, homework collaboration, tutoring and small business services. They are one of the most requested amenities in contemporary libraries.

We receive many requests for small group rooms. Our ability to provide this type of space is limited.



Group Meeting Rooms

Many libraries offer meeting room space to accommodate mid-size groups of up to 30 people. These can include classes, workshops, business meetings and many other organizational meetings.

The Library receives many requests for group meeting venues. Our ability to provide meeting space for groups is limited.



Children's Space

Children's space encourages exploration, discovery and play. These areas provide activity rooms, play space and room for learning games for children of every age.

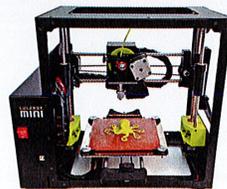
Investing in our children is an important part of our community's future. An enhanced children's space would provide a more well-rounded library experience that is better suited for learning, activities and play.



Creativity Lab

Places for creative activities are important parts of a modern library. This type of space could support activities like 3-D printing, laser cutting, video creation, video editing, virtual reality, music creation, and arts and crafts projects.

Creativity labs give users an outlet for creativity and access to new technology that helps them learn 21st-century workplace skills.



Cultural and Entertainment Venue

Libraries today provide cultural and entertainment events by providing a flexible environment with good sound and high-quality lighting. These spaces allow hosting of small concerts, recitals, films, lectures and culinary arts demonstrations. When not in use these flexible spaces can be transformed for other uses.



Access to cultural events is one of the things that makes our community a good place to live. A flexible venue can make our library even more a center of cultural activity.



Outdoor Activity Space

Outdoor space can be configured for outdoor classes, performances, movies, concerts, outdoor story time, art shows as well as walking paths, gardens and outdoor seating.



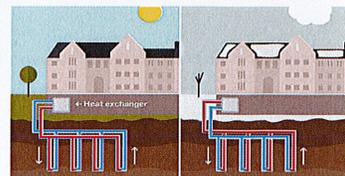
We want to offer our patrons access to green space, sunlight and a place to gather out-of-doors for library sponsored activities.



Sustainability

There are many features that could minimize the environmental impact of the library. Some entail a higher first cost but would reduce long-term operational costs. Should we make sustainable design a priority?

In addition to being the right thing to do, sustainable design can be a valuable teaching tool that shows the community how we can live in closer harmony with our environment.



Teen & Tween Spaces

Teen and Tween spaces provide a safe environment suitable for creative activities, individual and group study, test preparation and socializing.



Teens and Tweens are important parts of our community. Enhancing teen space would allow them to be better served by our library.

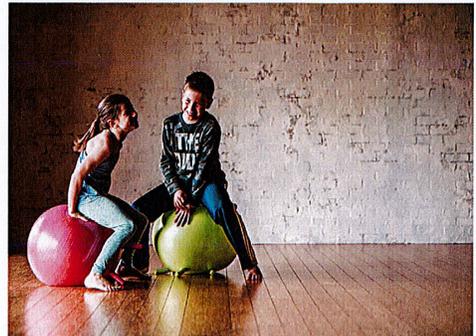


Sensory-Friendly Design

As libraries become more active spaces we need to consider inclusive design, creating spaces for those sensitive to sound or light.



By designing with special needs in mind, we can create spaces that are accessible to the widest range of people.



Flexible Space

Flexible, open area is some of the most valuable space in a library. One day it can be a book sale, another day a venue for a seasonal display, game night, an exhibit or a family event.

Flexible space allows the library to quickly reconfigure itself for a multitude of uses and events.



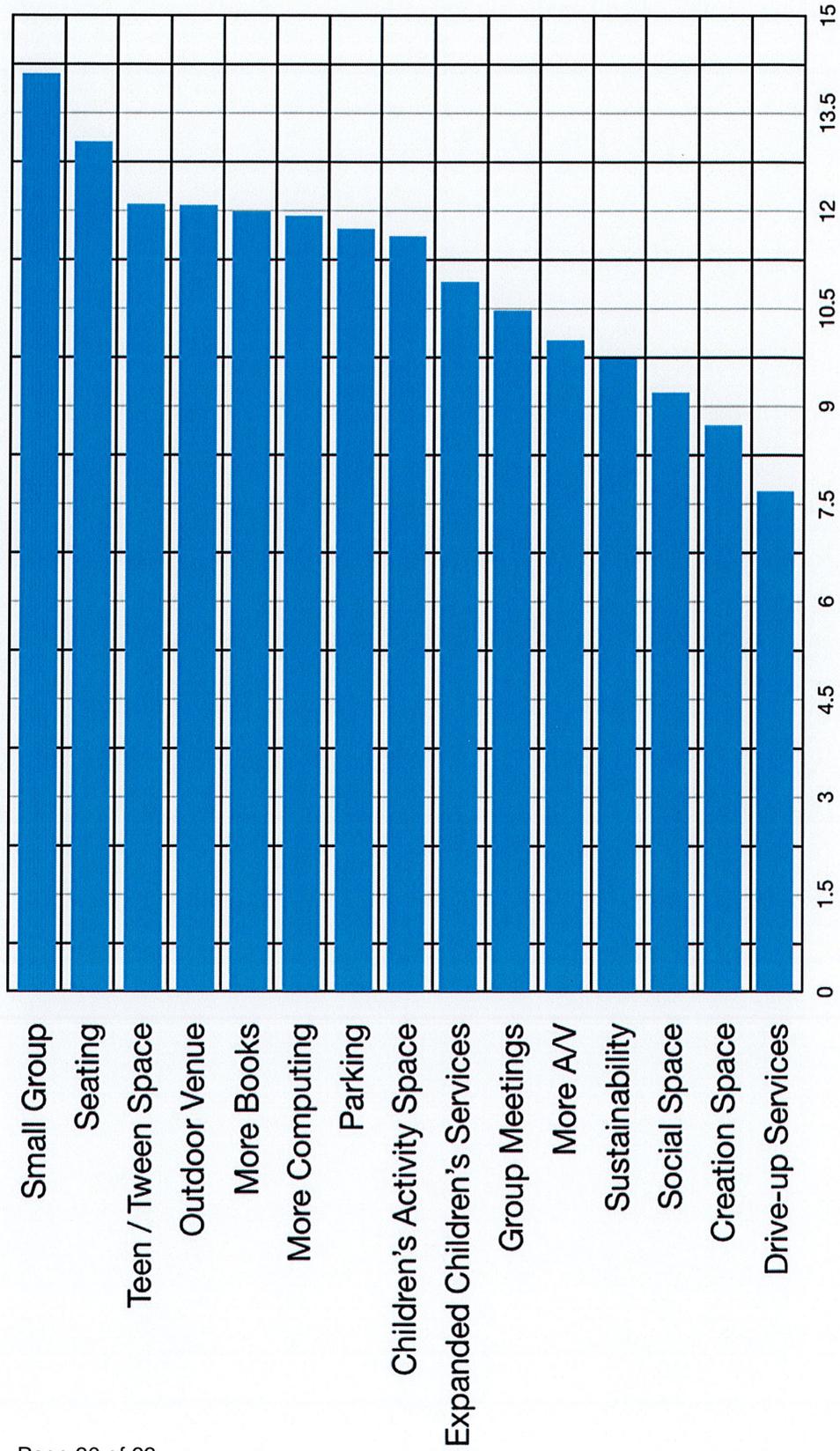
Parking!
There is currently
no off-street public
parking at the
library.



*Most people drive to the
library. We expect
significantly more people
to come to the library
after the improvements
are complete.*



Friday Memorial Library Public Survey Results



Survey Comments

Comments
It would be good to have different areas = different volume level. Helpful for those who want it quiet and those who want to talk. Sustainability is VERY important to focus on in every community right now and we should be proud to pave the way.
You don't say anything about quiet space, or phone-free space! I remember when libraries used to be for study! I hate when I'm struggling with a thought at the computer and someone is loudly discussing movies in the DVD area, or randomly answering the phone. I would like to be able to use computers quietly, and sit and read quietly, I see you have suggestions for social areas, and that is a great idea, but introverts like myself should get a say as well!
In the age of rapid tech improvement and low interest rates, it is important to build now. Community referendum is not needed as this community service is necessary, especially for the underserved and underrepresented. Factor in, people under 18 can't vote, and as the data supports, they are a large block of citizens and users of the library. Don't waste time and money on a referendum vote. Please research the "Sun Prairie City Library Expansion" it is a great example of what is possible. Explore naming rights for rooms/sponsors, can fund 80 from the school district leave money to support a room or staffing?
Children 12 & under should have computer access separate from adults. Teens/tweens should have separate computer area. Invite community members to volunteer to be one-on-one with children whose parents are not able to be in case and other library activities
Please open on Sunday afternoons. It is a great time for study ins, learning, projects for kids & parents work MF. Thanks!
Great ideas have been generated for potential upgrades for the library. I think it's important to include a variety of features/services within our limitations.
Teen, kids, + audiobooks :) + movies. Y'all are great!!
-Improve HVAC to go quiet for staff and patrons -May consider larger bathrooms -Hold adult classes on how to use e-literature; readers -Keep I.L. program as it really is good to share resources between libraries -More green - living plants
Can we use the school's network to reach parents/families to solicit input.
Coordinate with schools on school project requirements, then promote use of library. Some homes don't have technology requirements or simply getting kids together at a common location.
Consider a large open space for displays, artwork, etc. (not a makeshift, but one that could be

used ongoing & changing as needed/desired)
Enjoyed the presentation!
Where do people go during severe weather. Will there be a basement
Dream big. Let's make the library large enough that 5-10 years down the road we kick ourselves for not doing the correct thing now!
Library should be in downtown area
Flexible use of space - large meeting room could be filled with movable stacks & teens & children share a meeting room/craft room but at different times. Open story time room for children so they can come and go without entering or exiting through a door.
As an employee, I can say that a large storage space (for periodicals no longer in circulation, the holiday collection, and extra copies of materials) would be a great asset. The ones in use right now are sometimes inadequate and inefficient.
Flexible small group meeting rooms and more computing space would be beneficial to all patrons. Especially students.
Improved workflow & staff space. More bathrooms. Staff bathrooms :)
I attended the presentation & was very impressed with the ideas presented for flexible space use. Essential! The present library has challenged the staff to be creative and innovative already. I believe they're up to the task! BTW - the library as the front porch - NICE:)
Hudson has a small room dedicated to book sales - open all year round. Good idea to have books dedicated to people who want to buy used books or donate used books!! Good money maker.
I think the library ought to be as environmentally friendly as it can be. For our children and their children's children. We owe hat to them! Thanks.
Updated staff spaces! Offices, lounges, separate bathrooms.
Quiet, natural light space with comfortable chairs, a warm, cozy environment
More books = getting requested books faster. Prefer location near downtown or schools.
I believe any programing for kids & teens is awesome! I also think areas for young business professionals to perhaps rent space inside the library to work remotely would be excellent. Must have internet service to facilitate.

It is difficult to forecast the future. Can the library be built for what we know are needs but designed for future development. The library is a gathering place for our citizens even if everyone doesn't check out a book. Libraries are not disappearing and can keep a city together if they know it is where to get and promote city activity and news.

Love the concept of Woodbury's Central Park, where they incorporate the library into a larger building that serves multiple uses including an indoor playground. Being able to have a multi-purpose space like that seems practical and it's a great way to get kids to the library along with allowing them a place to play all year round. I also liked hearing the idea of allowing local businesses to offer the option of serving coffee (or maybe even baked goods), the idea of allowing the kids to roam the library while taking a few minutes to sit and enjoy a cup of coffee on a weekend morning sounds amazing!

Better access to the historical/genealogy information/records/resources owned by the library.

A music or events space would be a top priority, if it were the center of the library and had an indoor/outdoor capability to ensure it could be used all year round but give access to the outdoors. I am also very curious how we can still utilize both spaces. I am sure there are restrictions of that but as we grow we are going to need more inviting and accessible to all, to name a few. Is it possible to work that into this project to protect the other spaces for future use?

Increase the number of books in the adult and young adult sections in the library.

There are so many buildings available for sale in downtown New Richmond. Purchase and re-purpose of one or several existing buildings would go a long way in supporting the downtown. Also, several of the potential library services mentioned in the presentation are services that are already being addressed by our tax-paying business community. Please be sure the library does not become a competitor and drive even more businesses out of downtown.

Breezeway entry area with nooks and corners for reading with a natural light, but still kid friendly, meaning for all ages. Sometimes it might be really private and sometimes there might be kids wandering around.

I would live to see an indoor play space similar to the Lookout Ridge located in the Woodbury Library.

More self checkouts throughout the library (especially in children's section so we can check out books while they are still playing).

Build and expand current sight.

Site Selection Results and Comments

Option 1: Addition to Existing Library



Please Note:

The yellow forms indicate the relative sizes of new construction on the two sites in question. They do not represent architectural design solutions.

An addition to the existing library would result in a library in the range of 17,500 to 20,500 square feet in area.

A new build library would be in the range of 15,000 to 19,000 square feet

Benefits

- Larger initial size
- Utilizes existing library

Challenges

- No future expansion
- Minimal long term flexibility
- No on-site parking
- Inefficient layout
- Increased staffing cost
- Increased disruption to operations
- Less energy efficient
- ADA upgrades for existing library required
- Mechanical upgrades for existing library required
- Shorter term solution

Option 2: New Library Building



Benefits

- Potential for future expansion
- More long term flexibility
- Adequate on-site parking
- Efficient layout
- Lower staffing cost
- Little disruption to operations
- Increased energy efficiency

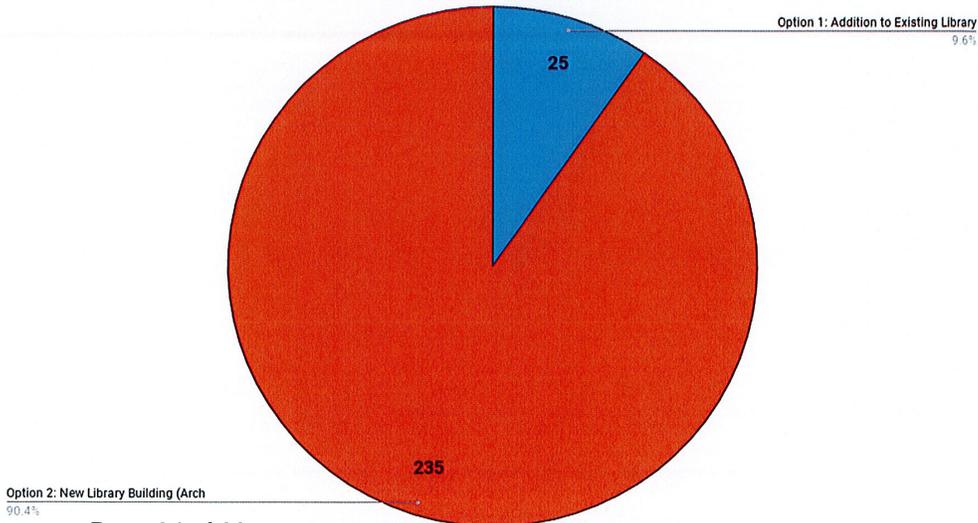
Challenges

- Smaller initial size
- Future of current library building to be determined

Following the July 24 community discussion “Where do you want the library to be?,” community members were able to cast votes of their preferred location for our future library. In efforts to be accessible for all, we collected paper and electronic ballots. Votes were tallied through Tuesday, August 13 to allow enough time for staff and StudioGC reporting.

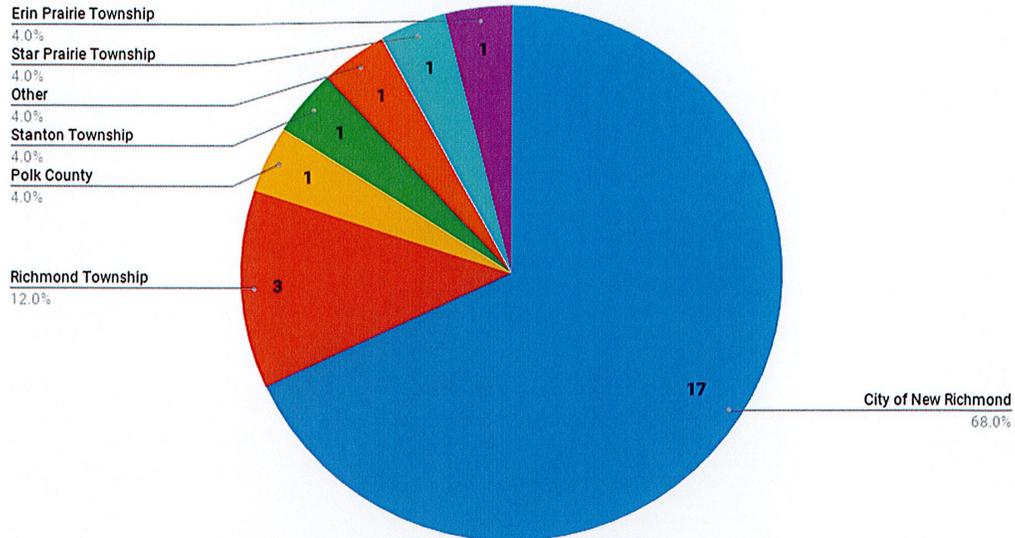
During that period, 267 votes were cast. Of that, two electronic votes and five paper ballots were eliminated due to unverified addresses, giving a total of 260 eligible votes. All addresses were verified through their corresponding county GIS website for address and municipality validation. Of the votes cast, there were 28 households with two votes and two households with 3 votes. Of the 260 votes, 235 (90.4%) indicated preference with Option 2: New Library Building on Arch Avenue.

Site Selection Preference



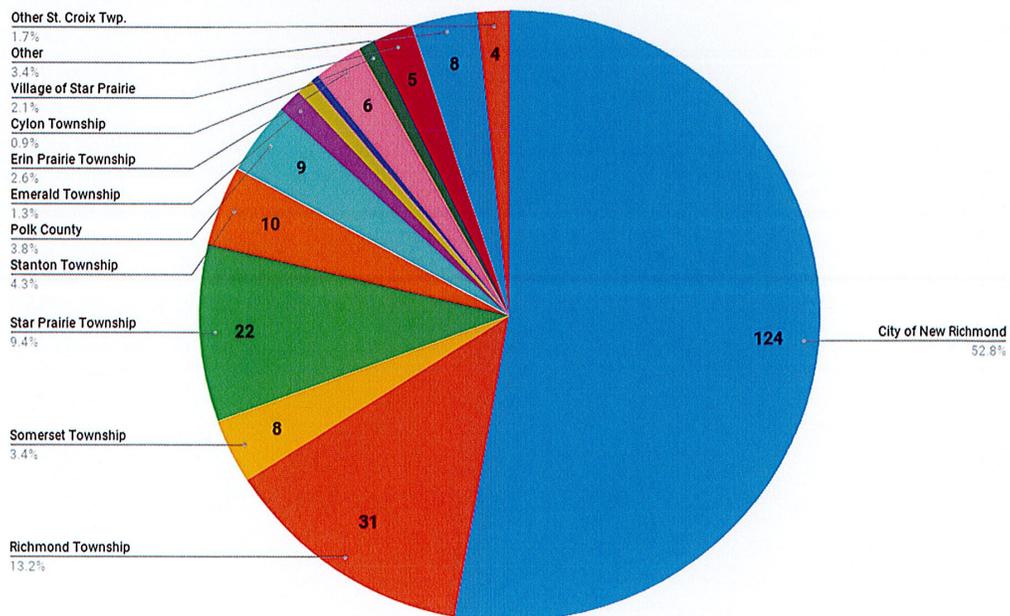
The following indicates the breakdown of votes by municipality of the 25 votes for Option 1.

Option 1: Where do you live? (25 votes)



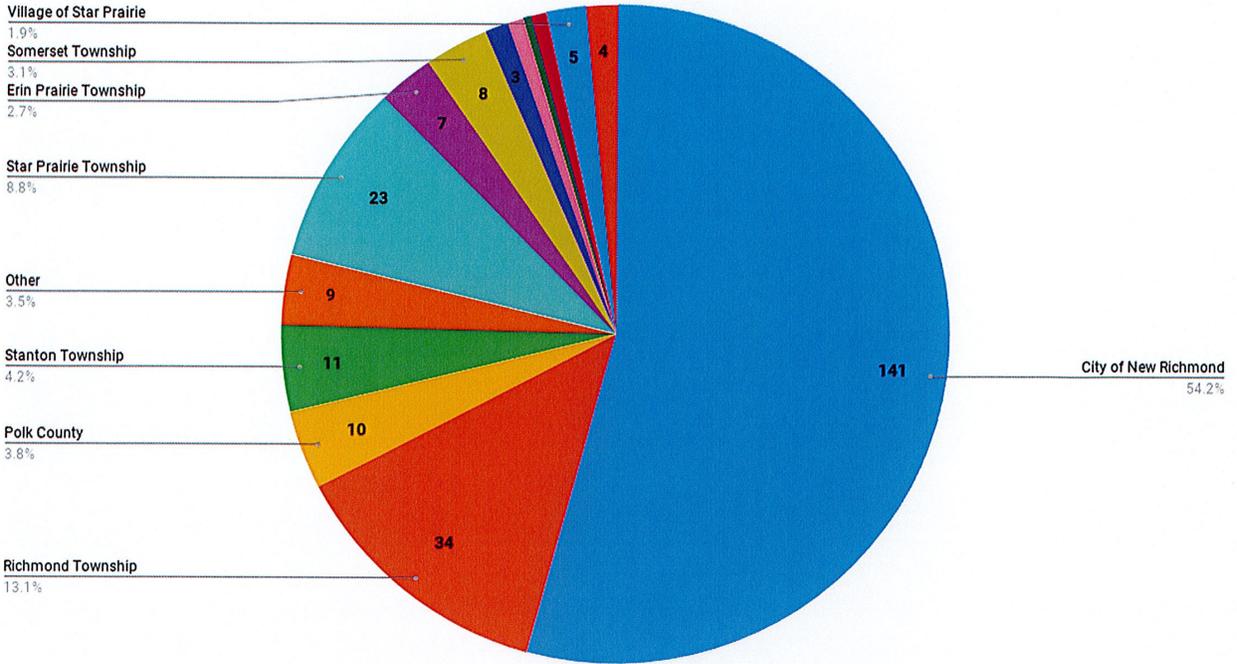
The following shows the breakdown of votes by municipality of the 235 votes for Option 2.

Option 2: Where do you live? (235 votes)



Total votes by municipality:

Count of Where do you live?



Comments included on site selection ballots are listed below:

Ballots Collected on 7/24

Long overdue! (OPTION 2)

Ballots Collected After 7/24

Fundraising Now; Dunk Booth; Make other municipalities pay the same as city residents!!; NRMS property is to be used for Library or else reverted back to lib; Make more user friendly (OPTION 2)

Both, option 1 first (CIRCLED BOTH)

It's old, but gold (OPTION 1)

Home of 15 years (OPTION 1)

I love this library!!! (OPTION 1)



New Richmond Library Master Plan

April 2017



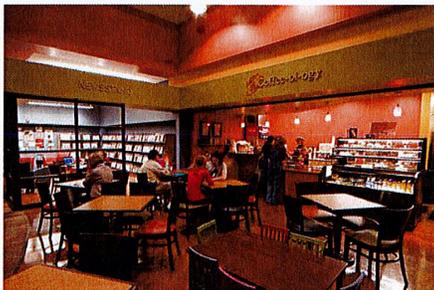
Building & Space Categories

Makerspace



A **makerspace** extends the New Richmond Library's role in the community by offering tools, materials, and a creative environment for people of all ages to construct and produce physical things, share resources and knowledge, and network. This collaborative studio space is often time associated with fields such as engineering, computer science, and graphic design, and encourages hands-on exploration.

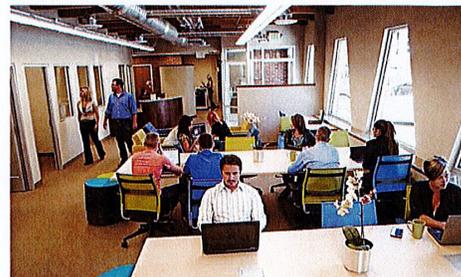
Library Market Space



A **coffee shop, bakery, or deli** conceptually to support the patrons, could offer locally grown and healthy food and beverage items for library patrons, and also generate lease revenue that could make the library financially sustainable. This would also provide for a popular gathering place where people could still work, but feel more comfortable socializing and visiting over coffee, as compared to the quieter adult section of the library.

Incubator Space

Through **incubator space**, libraries can provide a supportive environment for startups and small businesses by offering small workspaces with access to the internet, printing or mailing services, and start-up resources. Similar spaces can be offered to local artists.



Gallery Space



Gallery space could showcase work by area artists and photographers, traveling exhibits, museum collections, and local historical memorabilia. Galleries can also host occasional small piano or orchestra recitals.

Conference Rooms & Community Space

Flexible conference rooms could be reserved to organizations engaged in educational, cultural, intellectual, or charitable activities.



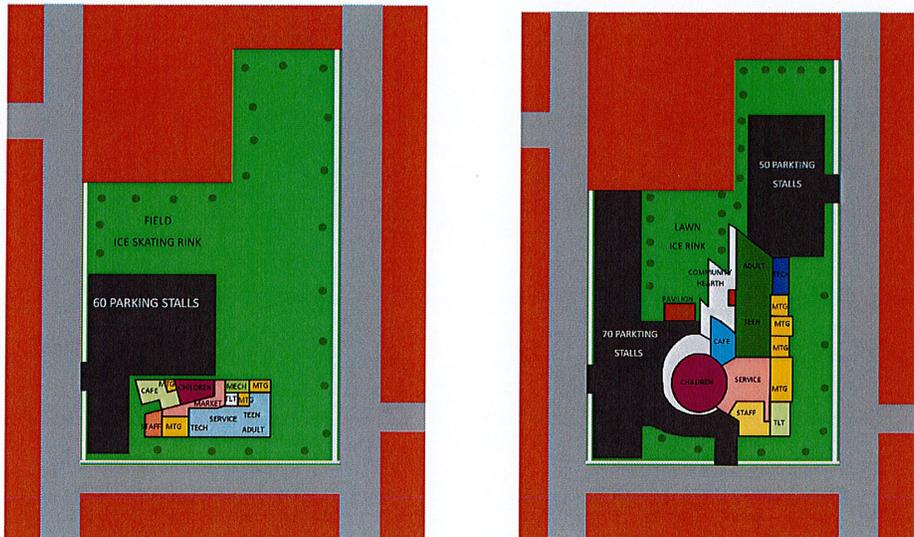
Outdoor Public Space

Outdoor public space would provide social, recreational, educational, and cultural opportunities for the New Richmond community. Open seating areas and trees and landscaping would be prioritized. From outdoor family movie nights, farmer’s markets, and art festivals in the summer months to ice skating in the winter months, the outdoor public space could become an iconic gathering place for the community. The New Richmond Library will also use the outdoor space for the Summer Reading Program.



Concept Plans

Below are two possible concept plans for the New Richmond Library. The final plans would be developed by the architectural consultant based on the feedback developed through a public engagement process including neighboring residents and businesses, community members, and key stakeholders. The final concept plan will address the present and future needs of the library, follow applicable zoning and building performance standards, and create a library and learning center that aesthetically and functionally fits within the context of the surrounding neighborhood. **The images shown are intended to show a concept plan site layout and scale, and are not intended to represent the proposed final design of a new library. The final concept will require community input and approval from the Library Board and City Council.**



Above Left: A library 15,000 square feet in size. **Above Right:** A library 30,000 square feet in size.

Library Size	* Parking Requirements
15,000 sq. ft.	60 stalls
20,000 sq. ft.	80 stalls
25,000 sq. ft.	100 stalls
30,000 sq. ft.	120 stalls

* Note that parking requirements for Civic functions are determined by the Development Review Committee, using trip and parking generation standards from the Institute of Traffic Engineers. The number of parking stalls shown in the adjacent table reflect the Z-3 parking minimums for a retail or service establishment. The approximate number of parking stalls for the library would be determined in the future by the DRC.

Public Engagement Process

The planning process for the New Richmond Library will include multiple opportunities for the public to voice their opinions and for their feedback and ideas to be incorporated into the final design. City staff and elected officials strongly believe in the importance of gathering feedback from the community, and reflecting this feedback in the final policy or design. For example, several public meetings were held in 2015 and 2016 related to the street and utility improvement projects. Residents could vote for their preferred features using a sticker dot exercise, give feedback, and ask questions. Residents voiced their opinions about traffic calming, parking, sidewalks and trails, etc. Frequently Asked Questions (FAQ) handouts, meeting notes, videos, and copies of presentations were published on the City website. This approach has been well-received from residents, and thus has been followed in the design process for the planned 2017 reconstruction for North Fourth Street.



Frequently Asked Questions 2015 Street and Utility Projects

What streets are included?
The following streets will be included: 117th Street on the east side of the City, 113th Street from Clark to 127th Avenue, 112th Avenue from 117th Street to 116th Street, and sign and street lighting from the railroad tracks to the Lakeside Food store. To view the 2015-2016 Street/Utility improvement plan, visit: www.ci.newrichmond.wi.us

When will construction begin?
All street work for all these streets, and construction will likely begin in late October. However, preliminary paving work will be completed prior to road design and construction. This work will begin in late June and continue through August. All other utility work, such as the gas city, water, sewer, and storm sewer, will be completed by August. For each of the utility, street, and storm sewer work, there will be a separate public meeting.

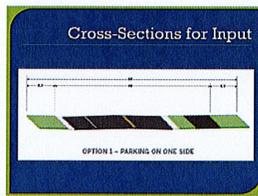
When is the public informational meeting?
An early public meeting will be held on the evening of July 14, 2015, from 6:00 PM to 8:00 PM. The meeting will be held prior to the start of construction. Residents living along these streets will receive a notice in their mail. The meeting will also be advertised on the newspaper and on the City's website and social media accounts.

How should one of these streets, how will my property be affected?
City staff, contractors and consultants will work to minimize the impact on each property owner using the proposed project. They will design the project to meet the needs of the neighborhood, but the impact may be different for some property owners. The project will be designed to meet the needs of the neighborhood, but the impact may be different for some property owners. The project will be designed to meet the needs of the neighborhood, but the impact may be different for some property owners.

What is the total project cost?
The total estimated cost of the 2015 Street and Utility projects is approximately \$100,000. The City is partnering with the Town of Ellison, Town of Richmond, and Lakeside Parks on these projects. Residents are encouraged to provide input on the project. Other sources of funds include New Richmond's Public Works Fund, State Park Utility Fund, and State Trust Fund Grants. No special assessments are required for these projects.

How do I stay informed about the project?
The City will maintain and share project information, including project updates and meeting details, through the New Richmond News and the City website and social media accounts. Plan to attend any public informational meetings to ask questions.

Who do I contact with questions?
Contact Jennifer Harsh, Public Works Director for the City of New Richmond, with any additional questions. He can be reached at 715.240.4235 or jharsh@ci.newrichmond.wi.us



In addition to public engagement opportunities for the street and utility projects, City staff gave frequent presentations in 2016 to the Rotary Club, Kiwanis Club, Senior Center, New Richmond Area Chamber of Commerce, Pathways Committee, and the New Richmond Area Centre. Nearly 40 community members had the opportunity to help with the interview process for the Chief of Police, and 30 community members will be assisting with the City of New Richmond's Comprehensive Plan in 2017.

The New Richmond Library will be an important community facility and gathering space for people of all ages for decades to come. The City of New Richmond will make every effort possible to incorporate as much feedback as possible from the community into the final design to ensure that the facility reflects their desires and values, reflects the character of the neighborhood, and serves the needs of all residents in the School District of New Richmond now and into the future.

Findings and Recommendations

The existing neighborhood includes a mix of low density residential, commercial, municipal and recreational (the Centre) uses. These proposed uses conform to the current Z-5 District.

1. Transportation and Parking. Based upon feedback during the community discussion, the need for traffic calming, parking, and improved circulation patterns was a concern. Final site design must show that transportation, circulation, and parking is contained within the site area and addresses future transportation needs within the neighborhood. Furthermore, areas of trails and sidewalks must be included.

2. Design. The future design of this area should include consideration of unified aesthetics for the entire site area. Where appropriate, buffer areas should be utilized to assist with the transition from low-density residential to uses outlined in this Master Plan.

3. Outdoor Public Space. The need for outdoor public space was identified as a part of this process. These areas include outdoor amphitheater space, community gardens, water features, ice skating rinks, pavilions, or other common areas. In short, outdoor public space must be a significant aspect of any future site design.

In Summary

- The New Richmond Library will be constructed on this site
- There will be no city street dividing the property
- There will be no residential development, city offices or structures, or any additional buildings for commercial enterprises outside of the Library building on the property.
- Commercial enterprise may be facilitated within the library structure only, conceptually supporting the library and learning environment for patrons and visitors
- Adequate parking on-site will follow city ordinances and Development Review Committee (DRC) review
- Supporting the Library design and overall site plan, outdoor green space will be for social, recreational, educational, and cultural opportunities
- There will be public engagement and feedback for library design and greenspace amenities



**COMMUNITY COMMONS
DEVELOPMENT AGREEMENT**

THIS COMMUNITY COMMONS DEVELOPMENT AGREEMENT
("Agreement") is made the 18th day of July, 2016 ("Effective Date") by and between the
School District of New Richmond ("District") and the City of New Richmond ("City").

RECITALS

A. District is the owner of certain property formerly operated as a public middle school ("Property") located within the City, legally described in **Exhibit A** and depicted on **Exhibit B**.

B. District has determined the Property is no longer suitable for future educational use due to prohibitive costs to, among other things, update the middle school facility.

C. The District and City have engaged in a comprehensive study, through Leo A. Daly Architects, to determine how the Property might be used by the community in the future.

D. The City has expressed a desire and a willingness to redevelop the Property for public use and may raise capital through private donations to support the redevelopment of the Property.

E. The District and City have determined that the best opportunity to preserve the Property for future public and community use involves conveyance of the Property to the City on the terms set forth as follows:

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Initial Term.** The Term of this Agreement shall remain in effect until completion of the Master Plan from the Effective Date of this Agreement. This Agreement may be extended from time to time as agreed upon in writing by the City and the District.

2. **Master Plan.** City shall develop a Master Plan for the redevelopment and use of the Property. The Master Plan shall identify intended uses for the Property showing anticipated building locations and uses. The Master Plan will broadly describe the City's vision for the development of the Property. The process of developing the Master Plan shall include at a minimum the following:

- a. **Community Meetings.** Community meetings shall be scheduled by the City to provide the public with an opportunity to offer input on the redevelopment and reuse of the Property.
- b. **Master Plan.** The Master Plan shall be completed by the City and submitted to the District on or before December 31, 2016. The Master Plan shall be designed to serve all residents of the District. The Master Plan shall be expressly approved by City's Common

Council and the District's Board of Education. The District shall have no obligation to convey and the City shall have no obligation to accept a transfer of the Property as described in this Agreement, until the Master Plan is approved by both the City's Common Council and the District's Board of Education.

3. **Demolition.** Upon the approval of the Master Plan, District shall diligently provide for the demolition of the existing middle school building, clearing of the Property and seeding of the Property with grass. The timeline for the demolition shall be determined by the District.

- a. **Demolition Costs (District).** District shall be solely responsible for all costs and expenses associated with the demolition of the existing middle school building, the clearing of the Property and the planting of grass on the site.
- b. **Demolition Costs (City).** The City has no obligation for any cost associated with the demolition of the Property. However, the City shall apply for and use its best efforts to secure a Community Development Block Grant in the amount of \$500,000 to apply towards demolition costs to be incurred by the District. The cost associated with the writing and submission of grant shall be paid by the City, not to exceed \$5,000.00. All other costs associated with the administration of the grant shall be the responsibility of the District up to \$20,000.00. If the Community Development Block Grant is awarded to the City, the District shall reimburse the

City its ten percent (10%) municipal contribution. Regardless of whether the Grant is awarded, the City agrees to waive the municipal razing fee related to the demolition of the Property.

- c. **Maintenance and Continuing Use.** Upon completion of the demolition, City shall maintain the property as a "Green Space". The City will become responsible for the care and maintenance of the Property to include snow removal, weed control, lawn mowing, and upkeep of the landscape after installation. The continued use of the property will be reserved for the District residents as Green Space until such time a construction begins on the Master Plan. All costs of post-demolition maintenance subsequent to the approval of the Master Plan will be the responsibility of the City.

4. **Transfer of Property.** In anticipation of the transfer of the Property, the City and District shall execute the Purchase Agreement attached and incorporated as **Exhibit C**. Execution of the Exhibit C Purchase Agreement shall occur upon approval of the Master Plan by District, and conveyance of the Property shall be on the following terms:

- a. **Master Plan.** Approval of the Master Plan by the City's Common Council and the District's Board of Education.
- b. **Demolition.** Completion of the demolition of the Property.
- c. **Purchase Price.** Sale of the Property by the District to the City for One Dollar (\$1.00).
- d. **Closing Date.** The sale of the Property shall close within thirty

(30) days of the approval of the Master Plan and the completion of demolition of the Property.

- e. **Transfer and Closing Costs.** All costs required to effect the transfer of the Property to City shall be paid by the City.
- f. **Use Restriction.** The continuing use of the Property shall be as set forth in the Master Plan approved by the District.
- g. **Condition of Property.** The Property shall be sold and conveyed as-is, where-is, and with all faults. District makes no representations concerning its condition.
- h. **Attorneys' Fees.** Each party shall be responsible for its own attorneys' fees incurred in the transfer of the Property.

5. **Redevelopment Obligations and Expenses.** The City shall be solely responsible for completing the redevelopment of the Property in a manner and timeline consistent with the approved Master Plan. All costs incurred in the redevelopment of the Property shall be paid by the City.

6. **Default / Remedies.** In the event of a breach of this Agreement, the non-breaching party shall give the other party a sixty day (60) notice of the default, and an opportunity to cure the default. If the other party fails to cure the default within this cure period, the non-breaching party shall pursue the Dispute Resolution process as outlined in Paragraph 7a. of this Agreement. The City shall be obligated, subsequent to the transfer of Property, to execute the Master Plan approved by both the City's Common Council and the District's Board of Education. In the event the City fails to commence, this shall include site grading and prep, the redevelopment identified in the approved Master Plan

within twenty-four (24) months of the conveyance, the City will, at the District's request and at the City's sole cost, convey the Property back to the District free of any and all encumbrances or restrictions and the Property's zoning classification will be returned to the classification in effect on the Effective Date. If any of the CDBG funds are required to be reimbursed based upon the City's breach of this Agreement, the City shall be responsible for repayment of such funds to the funding agency.

7. **Miscellaneous.**

- a. **Dispute Resolution.** Disputes regarding the interpretation of this Agreement will be resolved through the mutual cooperation of the parties. If the matter is not resolved within 60 days then the parties will enter into non-binding mediation to be conducted by a mediator jointly selected by the City and the District to reach a resolution. If no agreement is reached in mediation, either party may exercise its remedies provided by law. If the parties are unable to resolve a dispute through mediation, as their exclusive remedy, the matter shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- b. **Assignment.** Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the express written consent of the other party.
- c. **Entire Agreement.** This Agreement constitutes the complete agreement between the City and the District, and supersedes all

prior or contemporaneous discussions or undertakings.

- d. **Amendment.** This Agreement may only be amended by a writing signed by both parties.
- e. **Survival.** The terms contained within Paragraph 4f. of this Agreement related to the continued use of the Property shall survive and be enforceable subsequent to conveyance of the Property.
- f. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.
- g. **Captions.** The captions appearing in this Agreement are for convenience only, and are not a part of the Agreement.
- h. **Extension.** This agreement may be extended for 12 months by mutual agreement in writing of both parties.
- i. **Termination.** Either party may terminate this agreement in writing. Conveyance of the Property will not terminate either party's rights or obligations under this agreement. For avoidance of doubt, termination for any reason will not relieve the City's obligation to meet the requirements outlined within an approved Master Plan.

SIGNATURE PAGE FOLLOWS.

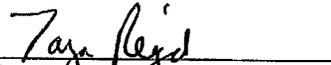
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed on or as of the day and year first written above.

CITY:

CITY OF NEW RICHMOND



By: Frederick Horne
Its: Mayor



By: Tanya Reigel
Its: City Clerk

DISTRICT:

**SCHOOL DISTRICT OF
NEW RICHMOND**



By: Rick Hinz
Its: Board President



By: Chris Skoglund
Its: Board Clerk

EXHIBIT A
LEGAL DESCRIPTION

SEC 2 T30N R18W PT NW NW & SW NW; BEING OUTLOTS 115 & 116 & 129
NKA CSM 25-5763 LOT 2

(3.914AC)

PARCEL ID: 261114595200

EXHIBIT B
SITE PLAN

See Attached.

Page 10 of 11

Page 52 of 63

EXHIBIT C
OFFER TO PURCHASE

See Attached.

Page 11 of 11

Page 53 of 63

Page 54 of 97

PURCHASE AGREEMENT

This Agreement is made and entered into by and between The School District of New Richmond ("Seller") and the City of New Richmond ("Buyer"). The Seller and Buyer are collectively referred to herein as the "Parties".

RECITALS:

A. Seller is the fee owner of approximately 3.914 acres of property legally described in the attached Exhibit A ("Property"). A location map is attached hereto as Exhibit B.

B. Seller wishes to convey, and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase Price and Manner of Payment.** The total purchase price ("Purchase Price") to be paid by Buyer for the Property shall be \$1.00. The Purchase Price shall be payable as at Closing.
2. **Condition of Property.** Seller is selling the Property to Buyer on an as-is, where-is, with-all-faults basis. Seller makes no representations about the condition or status of the Property. Buyer represents that it has had an adequate opportunity to review and inspect the Property to satisfy itself as to the condition and status of the Property.
3. **Demolition.** Seller has demolished the structure located on the Property prior to sale. Seller agrees to furnish Buyer with all reports or information available concerning the demolition if requested.
4. **Closing.** The closing of the purchase and sale of the Property contemplated by this Agreement shall occur on a "Closing Date" which shall occur on or before _____. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At the closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered.

- a. A quit claim deed conveying to Buyer Seller's interest in the Property subject to the terms and conditions of the Community Commons Development Agreement, dated July 1, 2016, between Seller and Buyer.
 - b. A standard Affidavit of Seller.
 - c. A closing statement detailing the financial terms of the closing.
 - d. All other documents necessary to transfer the Property to Buyer.
5. **Costs and Prorations.** Seller and Buyer agree to the following prorations and allocations of costs:
- a. **Closing Costs.** Buyer shall pay all costs of closing.
 - b. **Documentary Taxes.** Buyer shall pay the associated transfer fee payable to the County for the transaction contemplated by this Agreement.
 - c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due in the year of closing shall be prorated by Seller and Buyer as of the Closing Date based upon the net general taxes for the preceding year, or the current year if available. Buyer shall be responsible for all special assessments levied or pending against the Property as of the date of this Agreement.
 - d. **Attorney's Fees.** Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.
6. **Title.**
- a. **Quality of Title.** Seller shall convey its interests in the property by quit claim deed.
 - b. **Title Evidence.** Within fifteen (15) days after this Agreement is fully executed by the Parties, Buyer shall procure a commitment ("Title Commitment") for an owner's policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances.
 - c. **Buyer's objections.** Within ten (10) business days after receiving the Title Commitment, Buyer may advise Seller of written objections ("Objections")

to the form and/or contents of the Title Commitment. Buyer's failure to make Objections within such time period will constitute waiver of Objections. Buyer may proceed to cure any objections at its cost. Buyer shall have sixty (60) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Buyer shall use its best efforts to correct any Objections. If the Objections are not cured within such 60-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

- (1) Terminate this Agreement; or
- (2) Waive the Objections and proceed to close.

7. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
- b. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.
- c. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign state" as those terms are defined in § 1445 of the Internal Revenue Code.
- d. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property.
- e. **Wells and Septic Systems.** Seller represents there are no septic systems or wells located on the Property.

8. **Representations and Warranties by Buyer.** Buyer represents and warrants to Seller as follows:

- a. Buyer has the requisite power and authority to enter into this Agreement and perform it.
- b. Buyer understands that Seller makes no representations or warranties, except those contained in this agreement. Buyer disclaims all warranties or representations concerning the condition of the Property, except as otherwise provided herein.

9. **Right to Inspect.** Buyer shall have the right to enter the Property and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer's sole expense, including conducting soils investigations and environmental studies. Buyer shall keep the Property free from mechanics liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work and shall indemnify and hold Seller harmless from all costs, expenses and liabilities relating to such work.
10. **Control of Property.** Subject to the provisions of this Agreement, until the Closing Date, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence of Buyer, its agents, contractors, or employees and except as set forth in Section 9 regarding Buyer's tests and inspections.
11. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within ten (10) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer fails to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings.
12. **Assignment.** Neither Buyer nor Seller may assign its rights under this Agreement without written consent of the other party.
13. **Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.
14. **Notices.** Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: School District of New Richmond
 701 East 11th Street New Richmond, WI 54017
 Phone: (715) 243-7411 Fax: (715) 246-3638

With a copy to: Jay Squires
Rupp, Anderson, Squires & Waldspurger
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

If to Buyer: City of New Richmond
156 East First Street
New Richmond, WI 54017

With a copy to: Nicholas Vivian
Attorney
1809 Northwestern Avenue
Stillwater, MN 55082

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

15. **Captions.** The captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
16. **Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.
17. **Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.
18. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Wisconsin.
19. **Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.

20. Remedies.

- a. **Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages, time being of the essence of this Agreement; or Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default.
- b. **Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default.

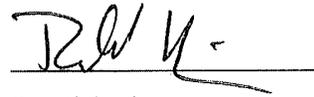
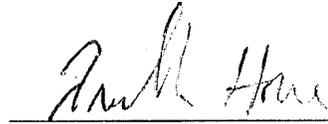
BUYER (CITY):

SELLER (DISTRICT):

CITY OF NEW RICHMOND

SCHOOL DISTRICT OF

NEW RICHMOND

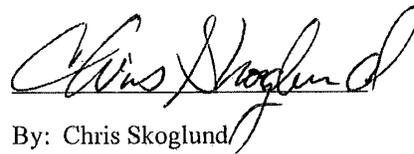


By: Frederick Horne

By: Rick Hinz

Its: Mayor

Its: Board President



By: Tanya Reigel

By: Chris Skoglund

Its: City Clerk

Its: Board Clerk

EXHIBIT A

Legal Description

SEC 2 T30N R18W PT NW NW & SW NW; BEING OUTLOTS 115 & 116 & 129
NKA CSM 25-5763 LOT 2

(3.914AC)

PARCEL ID: 261114595200

EXHIBIT B

Location Map of Property

John E. Glover & Ellen S. Glover, his wife, Grantors of New Richmond, St. Croix County, Wisconsin, hereby convey^{and} Warranty to the City of New Richmond in said County^{and} State Grantee, subject to the conditions hereinafter set forth, for the sum of One Dollar^{and} other valuable Considerations, the following tract of land in the City of New Richmond, St. Croix County, Wisconsin, to-wit: Commencing at a point eighty (80) feet due north of the north east corner of Block number Nine (9) of the village of Bradley, now within the Corporate Limits of the City of New Richmond in said County of St. Croix; Thence running north Twelve (12) rods^{and} eight (8) and one half (1 1/2) feet to the south east Corner of Land heretofore conveyed to William Bernd by deed recorded in the office of Register of Deeds of said St. Croix County, in Volume "115" of Deeds on page 597, thence running west to the Willow River along the south line of the land as conveyed to said Bernd, thence south westerly along said river to the east line of Main Street in said City of New Richmond; Thence south along the east line of said Main Street to the north line of First Street in said City of New Richmond, thence east to the place of beginning^{and} being a part of the south west quarter of the south east quarter of Section Number Thirty six (36) in Township Number Thirty one (31) North of Range Number Eighteen (18) West.

This conveyance is made upon the express conditions that the tract of Land above described shall be forever used^{and} maintained by said City as a public park^{and} shall be called^{and} known as Glover Park: That said City shall within a reasonable time not exceeding three years, properly^{and} suitably, grade^{and} improve the same so as to make it fit^{and} suitable for Park purposes,^{and} that the same shall never be used for any other or different purpose. Provided, however, that said City shall have the right to use such part of said tract as may be reasonably necessary, as^{and} for a site for a public library building. That in case of any failure to comply with the conditions of this conveyance the said land shall revert to the Grantor or his heirs.

Witness the hands^{and} seals of the said Grantors this 16th day of January 1913.

In Presence of:

L. A. Baker
H. C. Rousseau

John E. Glover } Seal
Ellen S. Glover } Seal

State of Wisconsin }
County of St. Croix } ss.

Personally came before me this 16th day of January A.D. 1913, the above named John E. Glover & Ellen S. Glover, his wife, to me known to be the persons who executed the foregoing instrument^{and} acknowledged the same.

L. A. Baker Attorney Public
St. Croix County, Wisconsin
My Commission expires October 31st 1913.

Seal



Hon. JOHN E. GLOVER who yesterday donated to the city the Jameson Property on Main-st for a Park

JOHN E. GLOVER DONATES PARK TO THE CITY

PRESENTS TO NEW RICHMOND JAMESON PROPERTY ON MAIN STREET.

COMMON COUNCIL AT SPECIAL MEETING LAST NIGHT ACCEPTED GIFT.

Without any blare of trumpets or brass band accompaniment, Hon. John E. Glover, New Richmond's first and foremost and best known citizen, richest man, heaviest taxpayer and largest employer of labor, yesterday presented to the city the Foster-Jameson property for a park. This property, the most slightly in the city for park or any other purposes, fronts on Main, First and Arch-sts, extends along the banks of Willow river, and is in the exact geographical center of the city. Mr. Glover has been considering this magnificent gift to New Richmond for some time. He made up his mind that the time had arrived to make the transfer, so he called in Attorney W. F. McNelly and instructed him to draw up the necessary papers. These were signed yesterday, and turned over to City Attorney W. T. Doar, who in turn placed them in the hands of Mayor Traiser. Mayor Traiser thereupon called a special meeting of the common council for the purpose of accepting the gift.

Gift is Accepted.

This was done last night, and the following resolution was laid before the council and adopted by an unanimous vote:

Whereas, Mr. John E. Glover has donated to this city and conveyed by warranty deed, the tract of land fronting on Main, 1st and Arch-sts, known as the Foster-Jameson property.

That the only conditions made by Mr. Glover are that said tract of land shall be forever used and maintained by said city, as a public park to be called and known as "Glover Park;" that said city shall within a reasonable time, not exceeding three years, properly and suitably grade and improve the same so as to make the fit and suitable for park purposes; and that the same shall never be used for any other or different purpose, except that said city shall have the right to use such part thereof as may be reasonably necessary as and for a site for a public library building.

Resolved, that the city hereby accepts the said conveyance of said tract of land and assents to the conditions contained therein.

Resolved further, that this council hereby extends to Mr. Glover the sincere thanks of the city of New Richmond and its people for the princely gift of "Glover Park" and pledges the faith of the city to see to it that said park shall be so improved and maintained as to make it a credit to the city and to the public spirited donor.

An Outright Donation.

There were no strings attached to this generous gift, of course. It is an outright donation to the city of a mighty valuable tract of land right in the heart of town, where it can be seen and enjoyed by all. It will be greatly appreciated by everyone and especially by the strangers within our gates. It is an ideal location for the purpose and situated as it is on the banks of the river it is a natural beauty spot that can be easily improved. The possibilities of the site are great, and the services of a landscape gardener will be secured to make the most of it.

"Handsome he who handsome does" describes the situation in a nutshell, and The News and Republican-Voice and citizens generally unite with the common council in thanking Mr. Glover for his exceedingly fine gift to the city.

TWO CORDS OF SLABS AN HOUR. That's What It Requires to Run Steam Plant of Power Company

You may think it would be a fine thing to own the electric power plant in New Richmond but if you had to buy slabs to run the steam turbine that is furnishing light and power to New Richmond from 6 pm till 1 and 2 pm, you wouldn't care to own it very long. It requires two cords of slabs per hour to make enough steam to run the big machine, and it requires all the five big boilers of the Willow River Lumber Co. to furnish the necessary power. All of which is due to lack of water in the river at Huntington, and goes to show what a fine thing it is to have a water power near New Richmond instead of having to depend entirely on a steam plant. C. J. Bell is in charge of the plant.

VENTRILLOQUISM AMONG BIRDS

Many Songsters Have Notes That Are Difficult to Place—Grasshopper is Big Offender.

Ventriloquism is not confined solely to the human race, London Answers asserts. There are many birds whose notes it is almost impossible "to place."

Take the cornercrake, with its harsh "crake, crake!" One moment the sound is by your feet; the next, fifty yards away. The grasshopper is another offender in this respect. Its silbiant note is hard to locate.

The sedge warbler goes one better. Not only is it an accomplished ventriloquist, but it will mimic or parody the song of other birds. In a lesser degree the thrush and the crow possess these powers, and foreign doves come under the same category.

GOING AFTER THE BREWERY SALOONS

Strong Efforts Will be Made to Drive Breweries from Control Over Retail Liquor Stores.

Madison, Jan. 18.—(Special).—There is bound to be a sharp clash between the brewery interests, that is the big brewery interests in Wisconsin during this present session of the legislature, and the retailers and the small breweries.

Legislation that has been proposed has for its object putting out of commission the so-called brewery saloons and the most direct of all saloons.

The preliminaries of this legislative fight have been started with the introduction of a bill on this subject by Assemblyman Charles H. Pfenning, of Kenosha. It is understood that the bill will be backed by the independent liquor dealers of the state. It is rumored, they claim, to break the stranglehold of the big breweries over saloon keepers.

The bill prohibits a brewery from paying for the license of any person to conduct a saloon. Likewise it prohibits a brewery from holding a retail liquor license. While it permits a brewery owning buildings it makes a contract void with a brewery which contains a clause compelling a saloon keeper to use the beer manufactured from that brewery.

If this bill becomes a law it will undoubtedly affect several places now in operation in New Richmond and New Richmond people will be interested in the measure to that extent.

FIGURE SEVEN IS MYSTICAL

Day on Which Our Creator Finished His Work and Rested—Many Other Interesting Facts.

On the seventh day God ended His work.



MEMO

Prepared for: Mayor Fred Horne and City Council
Staff Contact: Rae Ann Ailts, Finance Director
Meeting: Special Council/Library Board - 26 Aug 2019
Subject: Contract for Architectural Services for Library

BACKGROUND INFORMATION:

Studio GC was selected earlier this year to provide visioning/master planning and site assessment services to assist the City and Library Board in determining if the Friday Memorial Library should remodel and/or expand the existing library building or relocate to a new site.

As the initial phase draws to a conclusion, Studio GC has been asked to provide contracts for architectural design, construction and furniture, furnishings and equipment (FF&E) services. Studio GC's expertise in library design and community engagement were highly valued as part of the request for proposals earlier this year and these values have been highlighted throughout the initial phase of the project, making them a strong partner throughout the subsequent design and constructions phases.

Attached to this memo are two contracts. The first contract covers the design and construction of the Library. The second contract is for the furniture, furnishings and equipment (FF&E) design services. On Monday evening, staff will highlight various aspects of the contracts.

RECOMMENDATION:

Recommend approval of the following contracts, subject to legal review and comment:

- Contract for architect's design and construction services (Document B101)
- Contract for architect's furniture, furnishings and equipment services (Document B253)

ATTACHMENTS:

[B101-2017 - Contract for Architect Design Subject to Attorney Review](#)

[B253-2019 - Contract for FF&E Design Services Subject to Attorney Review](#)

 **AIA**® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Sixth day of August in the year Two Thousand Nineteen

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

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of New Richmond
156 East First Street
New Richmond, WI 54017
Telephone Number: 715-246-4268

and the Architect:

(Name, legal status, address and other information)

StudioGC, Inc.
223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
Telephone Number: 312-253-3400
Fax Number: 312-253-3401

for the following Project:

(Name, location and detailed description)

StudioGC will provide Architectural Services as agreed herein for a new library building for the Community Library to be located on a city-owned site on South Green Avenue, New Richmond, WI.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

StudioGC will work with the Owner to establish program requirements prior to schematic design

§ 1.1.2 The Project's physical characteristics:

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

Project will be a new build library in the range of 15,000 to 20,000 square feet depending on final funding amount. Detailed site information will be supplied by Owner.

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

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

Estimated Project Cost: \$6,000,000 (Owner to verify amount of project funding)

- Estimated Construction Cost: \$4,485,833 including contingency (Based on estimated \$6,000,000 project cost)
- Estimated FFE Cost: \$560,729 including contingency (Based on estimated \$6,000,000 project cost)

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

.1 Design phase milestone dates, if any:

January 2020

.2 Construction commencement date:

Spring 2021

.3 Substantial Completion date or dates:

By end of 2022

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design, competitive bid, building utilizing a general contractor.

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

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

N/A

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

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

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

Mike Darrow
City of New Richmond
156 East First Street
New Richmond, WI 54017

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

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

N/A

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

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

.1 Geotechnical Engineer:

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(Paragraphs deleted) TBD as assigned by architect and approved by the City of New Richmond

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Technology Design
TBD as assigned by architect and approved by the City of New Richmond

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Richard McCarthy, AIA
StudioGC, Inc.
223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
312-253-3400

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

IMEG Incorporated
3001 Broadway Street NE
Suite 601
Minneapolis, MN
55413

- .2 Mechanical Engineer, Electrical Engineer:

IMEG Inc – see above

- .3 Civil Engineer:

IMEG Inc – see above

§ 1.1.11.2 Consultants retained under Supplemental Services:

Independent Cost estimator TBD as assigned by architect and approved by the City of New Richmond

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Two Million Dollars (\$2,000,000) each accident, Two Million Dollars (\$2,000,000) each employee, and Two Million Dollars (\$2,000,000) policy limit.

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

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project, this process will include community engagement sessions.

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

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for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

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Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

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- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect shall work with Owner to create a program describing Owner's requirements and work with the Owner to modify the program as required to bring it in conformance with project funding.
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Included in final set of plans produced during the construction phase
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

Technology and security design and construction documents as required for competitive bidding of the project. Work to be coordinated with Architect.

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

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-five (25) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted

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herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis

8.5% of the Cost of Work for building and site construction:

- Estimated Construction Cost (including contingency): \$4,485,833
- Estimated Furniture, Finishes, and Equipment (including contingency): \$565,000

9% of the cost of work for construction, Furniture, Finishes, and Equipment contracts.

Construction \$ 4,520,000

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Fee @ 8.0%	\$ 360,680
Furniture, Finishes, and Equipment	\$ 560,729
Fee @ 9%	\$ 47,903

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	twenty-five	percent (	25	%)	\$90,170.00
Design Development Phase	twenty	percent (	20	%)	\$ 72,136.00
Construction Documents Phase	thirty	percent (	30	%)	\$108,204.00
Bidding & Negotiations Phase	five	percent (	5	%)	\$ 18,034.00
Construction Phase	twenty	percent (	20	%)	\$ 72,136.00
Total Basic Compensation	one hundred	percent (	100	%)	\$360,680.00

Furniture, Finishes and Equipment

Design Development Phase	forty-five	percent (	45	%)	\$ 21,556.00
FF&E Documents Phase	thirty	percent (	30	%)	\$ 14,371.00
FF&E Procurement Phase	five	percent (	5	%)	\$ 2,395.00
FF&E Contract Administration Phase	twenty	percent (	20	%)	\$ 9,581.00
Total Basic Compensation	one hundred	percent (	100	%)	\$ 47,903.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Employee or Category	Rate (\$0.00)
Principal	\$250.00
Associated Principal	\$170.00
Associate Senior manager	\$134.00
Architect III	\$113.00
Architect II	\$ 98.00
Architect I	\$ 87.00
Intern	\$ 59.00
Administrative Support Services	\$ 54.00

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

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

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

5 % five annually

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

- .3 Exhibits:

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

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and scopes of services identified as exhibits in Section 4.1.2.)

B253 – Standard Form of Architect’s Services: Furniture, Furnishings and Equipment Design

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

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

OWNER *(Signature)*

Mike Darrow, City Administrator
(Printed name and title)

ARCHITECT *(Signature)*

Patrick J. Callahan, Principal
(Printed name, title, and license number, if required)

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AIA[®] Document B253[™] – 2019

Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services

for the following **PROJECT:**
(Name and location or address)

Friday Memorial Library
South Green Avenue
New Richmond, WI 54017

THE OWNER:
(Name, legal status, and address)

City of New Richmond
156 East First Street
New Richmond, WI 54017

THE ARCHITECT:
(Name, legal status, and address)

StudioGC, Inc.
223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the Thirteenth day of August in the year Two Thousand Nineteen
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 PROGRAMMING SERVICES
- 4 SCOPE OF ARCHITECT'S BASIC SERVICES
- 5 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 6 OWNER'S RESPONSIBILITIES
- 7 COST OF THE WORK
- 8 COMPENSATION
- 9 ATTACHMENTS AND EXHIBITS

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102[™]–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802[™]–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Definitions

§ 1.1.1 The term "furniture, furnishings, and equipment" is expressed as FF&E throughout this Agreement.

§ 1.1.2 If multiple vendors are used on the Project, the term "Vendor" as referred to throughout this Agreement will be as if plural in number.

§ 1.2 This Agreement is based on the Initial Information set forth below:

(State below details of the Project premises; Owner's contractors and consultants; Architect's consultants; Owner's budget for the Cost of the Work for FF&E; Owner's anticipated milestone dates for design, construction, and FF&E installation; Owner's Sustainable Objectives; lease requirements or restrictions; the Owner's intended procurement and delivery methods; and other information relevant to the Project.)

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 If the Owner and Architect agree that the Architect will purchase FF&E on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such services shall be set forth in B254-2019, Standard Form of Architect's Services: Purchasing Agent Services for Furniture, Furnishings, and Equipment (FF&E). Otherwise, the Architect shall have no obligation to purchase FF&E on behalf of the Owner for the Project.

§ 2.2 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 the Project.

§ 2.3 The Architect shall disclose to the Owner in writing any financial or other interest it has or may have, or any other benefit it might receive, related to the selection or purchase of FF&E for the Project. The Architect shall make the disclosure and get the Owner's written approval before including such FF&E in the FF&E Documents.

ARTICLE 3 PROGRAMMING SERVICES

§ 3.1 The Architect shall consult with the Owner regarding the Owner's scope, intent, goals, and objectives for the FF&E for the Project.

§ 3.2 The Architect shall review the Owner's budget for the Cost of the Work for FF&E and the Project schedule, if provided in Article 1, or assist the Owner in the preparation of such items.

§ 3.3 The Architect shall gather and evaluate information about the Project by, as applicable, (1) compiling and reviewing existing Project-related documentation provided by the Owner; (2) interviewing Owner-designated individuals; (3)

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visiting the Owner's relevant existing facilities or properties; and (4) identifying and evaluating constraints and opportunities that will have an impact on the FF&E for the Project.

§ 3.4 The Architect shall develop design and performance criteria for the FF&E for the Project based on information gathered and the Owner's goals and objectives.

§ 3.5 The Architect shall recommend Project standards that relate to FF&E, or incorporate Owner standards, such as area allowances, space allocation, space adjacency requirements, and communication and technology.

§ 3.6 The Architect shall establish or confirm general and specific space quality objectives that relate to the FF&E for the Project related to such elements as aesthetics, ergonomics, lighting levels, and environmental considerations.

§ 3.7 The Architect shall determine or confirm specific space requirements that relate to the FF&E for the Project by identifying required spaces and their functions and characteristics; establishing sizes and relationships of such spaces; and establishing space efficiency factors.

§ 3.8 The Architect shall prepare a written program, including a summary of observations and recommendations, for the Owner's review and approval.

§ 3.9 The Architect shall consult with the Owner regarding the program's feasibility with respect to the Owner's budget for the Cost of the Work for FF&E and the Project schedule.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services consist of those described in this Article 4. Services not included in Article 3 or Article 4 are Supplemental or Additional Services.

§ 4.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.

§ 4.1.3 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.

§ 4.2 Schematic Design Phase Services

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

§ 4.2.2 The Architect shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.

§ 4.2.3 Based on the Owner's approval of the program, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.

§ 4.2.4 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 5.1.

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

§ 4.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work for FF&E prepared in accordance with Article 7.

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

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.

§ 4.3.2 The Architect shall update the estimate the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

§ 4.4 FF&E Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and Architect acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.6.3.

§ 4.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.

§ 4.4.3 The Architect shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.5 FF&E Procurement Phase Services

§ 4.5.1 Following the Owner's approval of the FF&E Documents, the Architect shall assist the Owner in establishing a list of prospective vendors for FF&E.

§ 4.5.2 The Architect shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.

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

§ 4.5.4 The Architect shall assist the Owner in reviewing quotations. The Architect shall assist the Owner in awarding contracts for vendors.

§ 4.6 FF&E Contract Administration Phase Services

§ 4.6.1 The Architect shall provide administration of the Contract for FF&E as set forth below and in AIA Document A151™-2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment. If the Owner and Vendor modify AIA Document A151-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 4.6.2 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 the Vendor to meet schedules for completion or to perform its duties and responsibilities in conformance with such schedules.

§ 4.6.3 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 FF&E Documents.

§ 4.6.4 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation, or as otherwise required in Section 5.2.2, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the FF&E 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 FF&E Documents. The Architect shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, or installation, or for the safety precautions and programs in connection with the Work.

§ 4.6.5 The Architect shall conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. The Architect shall report defects, deficiencies, or nonconformity observed during the preliminary inspection to the Owner and Vendor.

§ 4.6.6 Within a reasonable amount of time after the Vendor notifies the Architect that the Work, or a designated portion of the Work, is complete the Architect shall inspect such Work and provide the Owner with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.

§ 4.6.7 The Architect's responsibilities under Section 4.6.5 and Section 4.6.6 are limited to identifying defects, deficiencies, or nonconformities the Architect actually observes, or reasonably should have observed, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities under Section 4.6.5 and Section 4.6.6 and has no responsibility to discover latent defects.

§ 4.6.8 If the Architect is required to inspect FF&E at a location other than the Project premises, such services shall be performed as Additional Services for the compensation set forth in Section 8.4.

ARTICLE 5 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 5.1 Supplemental Services are not included in Programming Services or Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 8.3. Supplemental Services may include structural engineering; mechanical engineering; electrical engineering; lighting consulting; audio visual consulting; acoustic consulting; food service equipment consulting; telecommunications/data consulting; security consulting; landscape design; graphics and signage design; branding and identity standards; art selection or procurement; commissioning; measured drawings of existing conditions; coordination of separate contractors or independent consultants; planning for inventory, removal, relocation, or reuse of existing FF&E; test fits; tenant related services; preparation of record drawings; sustainable project services; existing FF&E inventory and appraisals; and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 5.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.2 shall entitle the Architect to compensation pursuant to Section 8.4.

§ 5.2.1 The Architect shall provide as Additional Services those services necessitated by (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; (3) a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method; (4) inspections

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of FF&E located off-site; and (5) inspections at the Project premises of FF&E that was previously rejected, when the number of visits identified in Section 5.2.2 is exceeded.

§ 5.2.2 The Architect has included in Basic Services **three (3)** visits to the Project premises by the Architect during the FF&E Contract Administration Phase Services. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Vendor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Modifications to the Contract for FF&E as an Additional Service.

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

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 6.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work for FF&E as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until acceptance of the FF&E Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work for FF&E, 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.

§ 6.3 The Owner shall furnish the services of consultants in addition to those identified as the Owner's responsibility in Section 1.2 when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 6.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 6.6 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.

§ 6.7 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.

§ 6.8 The Owner shall endeavor to communicate with the Vendor through the Architect about matters arising out of or relating to the Contract Documents.

§ 6.9 Before executing any Contract for FF&E, the Owner shall coordinate the Architect's duties and responsibilities set forth in such Contract for FF&E with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Vendor.

§ 6.10 The Owner shall provide the Architect access to the Project premises prior to commencement of the Work and shall obligate the Owner's contractors and the Vendor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 6.11 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.

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ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work for FF&E is the total cost to the Owner to purchase, fabricate, ship, store, deliver, and install all FF&E elements of the Project designed or specified by the Architect. The Cost of the Work for FF&E also includes the reasonable value of FF&E donated to, or otherwise furnished by, the Owner. The Cost of the Work for FF&E does not include compensation of the Architect; the costs of leasing, financing, or contingencies for changes in the FF&E Work; or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work for FF&E is provided in Initial Information or will be developed during the Programming Phase Services and shall be adjusted throughout the Project as required in Article 6 and this Article 7. Evaluations of the Owner's budget, the preliminary estimates, and updated estimates prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or FF&E; the Vendor's methods of determining quote prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that quotes or negotiated prices will not vary from the Owner's budget, or from any estimates, or evaluations, prepared or agreed to by the Architect.

§ 7.3 In preparing estimates of the Cost of the Work for FF&E, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimates to meet the Owner's budget.

§ 7.4 If, through no fault of the Architect, procurement activities have not commenced within 90 days after the Architect submits the FF&E Documents to the Owner the Owner's budget for the Cost of the Work for FF&E shall be adjusted to reflect changes in the general level of prices in the FF&E market.

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

§ 7.6 If the Owner's current budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services is exceeded by the lowest bona fide quotation, the Owner shall

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

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect shall modify the FF&E Documents as necessary to comply with the Owner's budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services, or the budget as adjusted under Section 7.6.1. If the Owner requires the Architect to modify the FF&E Documents because the lowest bona fide quotation or negotiated proposal exceeds the Owner's budget for the Cost of the Work for FF&E due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 8.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the FF&E Documents shall be the limit of the Architect's responsibility under this Section 7.7.

ARTICLE 8 COMPENSATION

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

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

Per attached AIA B101 document between City of New Richmond and StudioGC dated August 13, 2019

§ 8.2 For the Architect's Basic Services described under Article 4, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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Per attached AIA B101 document between City of New Richmond and StudioGC dated August 13, 2019

§ 8.3 For Supplemental Services identified in Section 5.1, 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.)

§ 8.4 For Additional Services that may arise during the course of the Project, including those under Section 5.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in companion contract B101

§ 8.5 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 8.3 or 8.4, shall be the amount invoiced to the Architect plus N/A percent (N/A %), or as follows:

N/A

§ 8.6 Where compensation identified in Section 8.2 is based on a stipulated sum or percentage of the Cost of the Work for FF&E, the compensation for each phase of services shall be as follows:

Design Development Phase	forty-five	percent (	45	%)	\$ 22,710.00	\$22,882
FF&E Documents Phase	thirty	percent (	30	%)	\$ 15,140.00	\$15,255
FF&E Procurement Phase	five	percent (	5	%)	\$ 2,523.00	\$ 2,542
FF&E Contract Administration Phase	twenty	percent (	20	%)	\$ 10,093.00	\$10,170
Total Compensation	one hundred	percent (	100	%)	\$ 50,466.00	\$50,850

§ 8.7 When compensation identified in Section 8.2 is on a percentage basis, progress payments for each phase of services shall be calculated by multiplying the percentages identified in Section 8.6 by the Owner's most recent budget for the Cost of the Work for FF&E. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work for FF&E.

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

§ 8.9 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.)

Per attached AIA B101 document between City of New Richmond and StudioGC dated August 13, 2019

Employee or Category

Rate (\$0.00)

ARTICLE 9 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any.)

Attached AIA B101 document between City of New Richmond and StudioGC dated August 13, 2019

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