



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of November in the year 2015  
(In words, indicate day, month and year.)

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

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Tel. No. (859)425-3320

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

K. Norman Berry Associates Architects, PLLC  
611 West Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500  
Fax No. (502)582-2501

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

RFP #26-2015  
Historic Fayette County Courthouse  
Architectural & Engineering Design Team Services  
215 W. Main Street  
Lexington, KY 40507

The Owner and Architect agree as follows.

The Historic Fayette County Courthouse is a three-story cruciform-shaped structure. It is accessible from each of its four sides. The building has 61,487 gross sf, 45,344 net sf, and 27,409 net usable sf.

The LFUCG will commence an adaptive reuse project to repurpose the building for new and enhanced uses. It is anticipated that the project will be a public/private partnership (PPP) and will utilize both state and federal historic tax credits. The project will include site improvements, improvements to the exterior building envelope, and improvements to the interior architecture, all of which must meet the U.S. Department of the Interior Rehabilitation Standards.

Project Goals:

- A. Goal 1: Rehabilitate the historic Courthouse for a mix of public and private uses, utilizing Federal and State historic tax credits.
- B. Goal 2: Rehabilitate the landscape and improve site circulation, access, and parking.

### 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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- C. Goal 3: Restore the Courthouse as a major downtown activity hub and as a central focal point of the Cheapside District, the Commercial District, and the entire Bluegrass Region.
- D. Goal 4: Create a facility that will succeed economically and in a sustainable manner.
- E. Goal 5: Create an environmentally sound historic courthouse. The recommended redevelopment program is designed to initiate the rehabilitation of the historic building by locating new uses in the iconic building.

The project may contain, but not necessarily be limited to, the following uses. A mix of public and private uses is anticipated. Some suggestions have included:

- Event Space
- Office Space
- Museum Center
- Visitor Center
- Restaurant
- Retail

Programming is not a part of this contract and will be provided by the Owner.

Historic Tax Credit, Parts 1, 2 and 3, will be prepared by the Owner with input and support from the Architect.

Final fit-out for building tenants/users or work related to Tenant furniture, fixtures or equipment is not included.

The project will not be required to be designed to meet LEED standards.

The Owner shall provide all existing and electronic documents prepared for LFUCG for the Building Assessment titled Conditions Assessment and Rehabilitation Plan for the Restoration and Reuse of the 1899 Fayette County Courthouse – Lexington, KY and dated March 19, 2015.

The method of award for construction shall be Construction Manager.

Hazardous Materials Survey and Abatement (if required) shall be by Owner.

Geotechnical report (if required) shall be by Owner.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

| Refer to Exhibit A

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

.1 Commencement of construction date:

| TBD

.2 Substantial Completion date:

| TBD

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$2,000,000

.5 Excess/Umbrella Liability

\$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the

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Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 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 a preliminary 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 have conducted a preliminary review with the office of the State Historic Preservation Office, and request the Owner's approval.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

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

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, provide the Owner with support documents for the submission of the Part 2 application to the State Historic Preservation Office, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

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

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

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

§ 3.4.4 The Construction Manager shall update the estimate for the Cost of the Work.

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

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Owner will inform the Architect of the Construction Manager selection..

*(Paragraphs deleted)*

**§ 3.5.3 NEGOTIATED CONSTRUCTION MANAGER PROPOSALS**

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

- .1 Preparing Bidding documents for distribution by the Construction Manager to prospective bidders;
- .2 The Construction Manager will be responsible for distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from  
and returned to prospective bidders;
- .3 The Construction Manager, with the Architect's assistance, will be responsible for organizing and conducting a pre-bid conference for prospective bidders;

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- .4 The Construction Manager will be responsible for preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda as requested by the Construction manager; and
- .5 The Construction Manager will be responsible for organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

*(Paragraphs deleted)*

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

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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

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

§ 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.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, 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 CONSTRUCTION MANAGER

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.



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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

§ 3.6.6.5 Upon request of the Owner, and 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Owner	
§ 4.1.2 Multiple preliminary designs	In Base Service	
§ 4.1.3 Measured drawings*	In Base Service	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)*	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008) *	In Base Service	
§ 4.1.7 Civil engineering	In Base Service	
§ 4.1.8 Landscape design	In Base Service	
§ 4.1.9 Architectural Interior Design (B252™-2007)*	In Base Service	

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§ 4.1.10	Value Analysis (B204™–2007)*	In Base Service	
§ 4.1.11	Detailed cost estimating*	In Base Service	
§ 4.1.12	On-site Project Representation (B207™–2008)*	In Base Service	
§ 4.1.13	Conformed construction documents	In Base Service	
§ 4.1.14	As-Designed Record drawings	In Base Service	
§ 4.1.15	As-Constructed Record drawings	In Base Service	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-Fit Out*	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design*	In Base Service	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)*	In Base Service	
§ 4.1.22	Commissioning (B211™–2007)*	Not Provided	
§ 4.1.23	Environmentally responsible design*	In Base Service	
<i>(Row deleted)</i>			
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	In Base Service	
§ 4.1.26	Historic Preservation (B205™–2007)*	In Base Service	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)*	In Base Service	
	*Refer to Paragraph 4.2 for clarification and Scope of Services..		

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

The following items further describe or clarify items in the above Article 4.1 – Additional Services:

- 4.1.3 Architect will utilize the existing drawings furnished by the Owner and field verify as required.
- 4.1.5 Included under Paragraphs 4.1.7 and 4.1.8.
- 4.1.6 Architect will prepare drawings utilizing Revit. If released to Construction Manager, the C.M. shall provide an executed Hold Harmless Agreement for Access to the Building Information Model, as prepared by KNBA and attached in Article 13.2 to the Architect.
- 4.1.9 Interior Design is included for Public Spaces; Tenant Interior Design is not included under Base Services.
- 4.1.10 Life Cycle Costs Analysis is included in Base Services.
- 4.1.11 Architect will provide cost estimating for Schematic and Design Development Phases only.
- 4.1.12 Architect will provide site reviews as described under Paragraphs 3.6.2 and 4.3.3..
- 4.1.18 Tenant Fit Out drawings not included. Public Spaces are included.
- 4.1.20 Telecommunications/Data Design for Core/Shell included. Coordination with proposed tenant fit out is included. Owner to provide input/standards if available.
- 4.1.21 Access Control Hardware and Design included only.
- 4.1.22 LEED Directed Commissioning will not be provided. Project Engineers will provide assistance with major equipment start up. Owner’s M & E staffing will participate in major equipment start up.
- 4.1.23 Project will be designed in an environmentally responsible manner.
- 4.1.26 The building will be designed in accordance with the Secretary of Interior Historic Preservation Standards. Historic Tax Credit Applications 1, 2 and 3 shall be by Owner. Architect to assist by attending meetings and providing support documents.
- 4.1.27 Provided in Public Spaces only. Tenant areas not included.

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .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 bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly ( ) visits to the site by the Architect over the duration of the Project 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
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four ( 24 ) 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.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, 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 the

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Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction in Fayette County, KY

Other (Specify)

*(Paragraphs deleted)*

#### § 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.

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraph deleted)*

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, 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.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to

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perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

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

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

A lump sum amount of \$2,480,000

§ 11.1.1 Additive alternates (if requested in the bid documents) are not included in the fee.

§ 11.1.2 If the Owner elects to increase the scope and or cost of the project, the Architect will request a proportionate adjustment to the lump sum fee.

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

Hourly payments per hourly rates as defined in Article 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly payments per hourly rates as defined in Article 11.7.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20 %), or as otherwise stated below:

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>One Hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate
<b>K. Norman Berry Associates Architects PLLC</b>	
Principal	\$160/hr
Project Manager	\$135/hr
CAD Draftsman	\$ 85/hr
<b>Deborah Berke Partners</b>	
Deborah Berke	\$500/hr
Partner	\$360/hr
Senior Associate	\$280/hr
<b>BFMJ</b>	
Principal	\$180/hr
Project Manager	\$135/hr
<b>CMTA</b>	
Principal	\$180/hr
Project Manager	\$150/hr
Engineer	\$140/hr

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants at cost of the expenses incurred.

*(Paragraphs deleted)*

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 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.

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

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

1 1/2 % One and one-half percent per month.

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  - .3 AIA Document B101-2007, Exhibit A
  - .4 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*
    - .4.1 LFUCG Courthouse Schedule – to be issued at a later date.
    - .4.2 Option #2 – LFUCG – Risk Management Provisions Insurance and Indemnification (5 pages)
    - .4.3 Certificates of Insurance – General Liability, Automobile, Umbrella Liability and Worker's Compensation.
    - .4.4 Certificate of Insurance – Professional Liability.
    - .4.5 Hold Harmless Agreement for Access to Building Information Model.

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

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Steven A. Eggers Managing Partner

\_\_\_\_\_  
*(Printed name and title)*

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# Additions and Deletions Report for AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:12:10 on 10/23/2015.

PAGE 1

AGREEMENT made as of the 6th day of November in the year 2015

...

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Tel. No. (859)425-3320

...

K. Norman Berry Associates Architects, PLLC  
611 West Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500  
Fax No. (502)582-2501

...

RFP #26-2015  
Historic Fayette County Courthouse  
Architectural & Engineering Design Team Services  
215 W. Main Street  
Lexington, KY 40507

The Owner and Architect agree as follows.

The Historic Fayette County Courthouse is a three-story cruciform-shaped structure. It is accessible from each of its four sides. The building has 61,487 gross sf, 45,344 net sf, and 27,409 net usable sf.

The LFUCG will commence an adaptive reuse project to repurpose the building for new and enhanced uses. It is anticipated that the project will be a public/private partnership (PPP) and will utilize both state and federal historic tax credits. The project will include site improvements, improvements to the exterior building envelope, and improvements to the interior architecture, all of which must meet the U.S. Department of the Interior Rehabilitation Standards.

#### Project Goals:

- A. Goal 1: Rehabilitate the historic Courthouse for a mix of public and private uses, utilizing Federal and State historic tax credits.
- B. Goal 2: Rehabilitate the landscape and improve site circulation, access, and parking.

- C. Goal 3: Restore the Courthouse as a major downtown activity hub and as a central focal point of the Cheapside District, the Commercial District, and the entire Bluegrass Region.
- D. Goal 4: Create a facility that will succeed economically and in a sustainable manner.
- E. Goal 5: Create an environmentally sound historic courthouse. The recommended redevelopment program is designed to initiate the rehabilitation of the historic building by locating new uses in the iconic building.

The project may contain, but not necessarily be limited to, the following uses. A mix of public and private uses is anticipated. Some suggestions have included:

- Event Space
- Office Space
- Museum Center
- Visitor Center
- Restaurant
- Retail

Programming is not a part of this contract and will be provided by the Owner.

Historic Tax Credit, Parts 1, 2 and 3, will be prepared by the Owner with input and support from the Architect.

Final fit-out for building tenants/users or work related to Tenant furniture, fixtures or equipment is not included.

The project will not be required to be designed to meet LEED standards.

The Owner shall provide all existing and electronic documents prepared for LFUCG for the Building Assessment titled Conditions Assessment and Rehabilitation Plan for the Restoration and Reuse of the 1899 Fayette County Courthouse – Lexington, KY and dated March 19, 2015.

The method of award for construction shall be Construction Manager.

Hazardous Materials Survey and Abatement (if required) shall be by Owner.

Geotechnical report (if required) shall be by Owner.

**PAGE 3**

Refer to Exhibit A

...

TBD

...

TBD

**PAGE 4**

\$1,000,000

...

\$1,000,000

...

\$1,000,000

.4 Professional Liability

\$2,000,000

.5 Excess/Umbrella Liability

\$2,000,000

PAGE 5

§ 3.2.6 The Architect shall submit to the Owner ~~an a preliminary~~ 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 have conducted a preliminary review with the office of the State Historic Preservation Office, and request the Owner's approval.

PAGE 6

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, provide the Owner with support documents for the submission of the Part 2 application to the State Historic Preservation Office, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

...

§ 3.4.4 The ~~Architect~~ Construction Manager shall update the estimate for the Cost of the Work.

...

~~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. Owner will inform the Architect of the Construction Manager selection.~~

~~§ 3.5.2 COMPETITIVE BIDDING~~

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

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

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

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

~~§ 3.5.3 NEGOTIATED PROPOSALS~~ NEGOTIATED CONSTRUCTION MANAGER PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall assist the Owner in bidding the Project by:~~

- .1 — Preparing Bidding documents for distribution by the Construction Manager to prospective bidders;

- .2 The Construction Manager will be responsible for distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
  - .3 The Construction Manager, with the Architect's assistance, will be responsible for organizing and conducting a pre-bid conference for prospective bidders;
  - .4 The Construction Manager will be responsible for preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda as requested by the Construction manager; and
  - .5 The Construction Manager will be responsible for organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors; and
  - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

PAGE 8

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor Construction Manager 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 Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

PAGE 9

§ 4.1.1	Programming (B202™-2009)	Owner	
§ 4.1.2	Multiple preliminary designs	In Base Service	
§ 4.1.3	Measured drawings drawings*	In Base Service	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)(B203™-2007)*	Not Provided	
§ 4.1.6	Building Information Modeling (E202™-2008) *	In Base Service	
§ 4.1.7	Civil engineering	In Base Service	
§ 4.1.8	Landscape design	In Base Service	
§ 4.1.9	Architectural Interior Design (B252™-2007)(B252™-2007)*	In Base Service	
§ 4.1.10	Value Analysis (B204™-2007)(B204™-2007)*	In Base Service	

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User Notes:

(793195640)

§ 4.1.11	Detailed cost estimating <del>estimating</del> *	In Base Service	
§ 4.1.12	On-site Project Representation (B207 <sup>TM</sup> -2008)(B207 <sup>TM</sup> -2008)*	In Base Service	
§ 4.1.13	Conformed construction documents	In Base Service	
§ 4.1.14	As-Designed Record drawings	In Base Service	
§ 4.1.15	As-Constructed Record drawings	In Base Service	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210 <sup>TM</sup> -2007)	Not Provided	
§ 4.1.18	<del>Tenant-related services</del> Tenant-Fit Out*	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data <del>design</del> design*	In Base Service	
§ 4.1.21	Security Evaluation and Planning (B206 <sup>TM</sup> -2007)(B206 <sup>TM</sup> -2007)*	In Base Service	
§ 4.1.22	Commissioning (B211 <sup>TM</sup> -2007)(B211 <sup>TM</sup> -2007)*	Not Provided	
§ 4.1.23	Environmentally responsible design*	In Base Service	
<del>§ 4.1.23</del>	<del>Extensive environmentally responsible design</del>		
§ 4.1.24	LEED <sup>®</sup> Certification (B214 <sup>TM</sup> -2012)	Not Provided	
§ 4.1.25	Fast-track design services	In Base Service	
§ 4.1.26	Historic Preservation (B205 <sup>TM</sup> -2007) (B205 <sup>TM</sup> -2007)*	In Base Service	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253 <sup>TM</sup> -2007)(B253 <sup>TM</sup> -2007)*	In Base Service	
	*Refer to Paragraph 4.2 for clarification and Scope of Services..		

PAGE 10

The following items further describe or clarify items in the above Article 4.1 – Additional Services:

- 4.1.3 Architect will utilize the existing drawings furnished by the Owner and field verify as required.
- 4.1.5 Included under Paragraphs 4.1.7 and 4.1.8.
- 4.1.6 Architect will prepare drawings utilizing Revit. If released to Construction Manager, the C.M. shall provide an executed Hold Harmless Agreement for Access to the Building Information Model, as prepared by KNBA and attached in Article 13.2 to the Architect.
- 4.1.9 Interior Design is included for Public Spaces; Tenant Interior Design is not included under Base Services.
- 4.1.10 Life Cycle Costs Analysis is included in Base Services.
- 4.1.11 Architect will provide cost estimating for Schematic and Design Development Phases only.
- 4.1.12 Architect will provide site reviews as described under Paragraphs 3.6.2 and 4.3.3..
- 4.1.18 Tenant Fit Out drawings not included. Public Spaces are included.
- 4.1.20 Telecommunications/Data Design for Core/Shell included. Coordination with proposed tenant fit out is included. Owner to provide input/standards if available.
- 4.1.21 Access Control Hardware and Design included only.
- 4.1.22 LEED Directed Commissioning will not be provided. Project Engineers will provide assistance with major equipment start up. Owner's M & E staffing will participate in major equipment start up.
- 4.1.23 Project will be designed in an environmentally responsible manner.
- 4.1.26 The building will be designed in accordance with the Secretary of Interior Historic Preservation Standards. Historic Tax Credit Applications 1, 2 and 3 shall be by Owner. Architect to assist by attending meetings and providing support documents.
- 4.1.27 Provided in Public Spaces only. Tenant areas not included.

PAGE 11

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly ( ) visits to the site by the Architect over the duration of the Project 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
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) 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.

PAGE 15

[ X ] Litigation in a court of competent jurisdiction in Fayette County, KY

...

**§ 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.~~

PAGE 16

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

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

PAGE 17

A lump sum amount of \$2,480,000

§ 11.1.1 Additive alternates (if requested in the bid documents) are not included in the fee.

§ 11.1.2 If the Owner elects to increase the scope and or cost of the project, the Architect will request a proportionate adjustment to the lump sum fee.

...

Hourly payments per hourly rates as defined in Article 11.7.

...

Hourly payments per hourly rates as defined in Article 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Total Basic Compensation	<u>one hundred One Hundred</u>	percent (	<u>100</u>	%)
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PAGE 18

**K. Norman Berry Associates Architects PLLC**

<u>Principal</u>	<u>\$160/hr</u>
<u>Project Manager</u>	<u>\$135/hr</u>
<u>CAD Draftsman</u>	<u>\$ 85/hr</u>

<u>Deborah Berke Partners</u>	
<u>Deborah Berke</u>	<u>\$500/hr</u>
<u>Partner</u>	<u>\$360/hr</u>
<u>Senior Associate</u>	<u>\$280/hr</u>

<u>BFMJ</u>	
<u>Principal</u>	<u>\$180/hr</u>
<u>Project Manager</u>	<u>\$135/hr</u>

<u>CMTA</u>	
<u>Principal</u>	<u>\$180/hr</u>
<u>Project Manager</u>	<u>\$150/hr</u>
<u>Engineer</u>	<u>\$140/hr</u>

...

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

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10.1 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.

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

...

1 1/2 % One and one-half percent per month.

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.3 AIA Document B101-2007, Exhibit A

.4 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

.4.1 LFUCG Courthouse Schedule – to be issued at a later date.

.4.2 Option #2 – LFUCG – Risk Management Provisions Insurance and Indemnification (5 pages)

.4.3 Certificates of Insurance – General Liability, Automobile, Umbrella Liability and Worker's Compensation.

.4.4 Certificate of Insurance – Professional Liability.

.4.5 Hold Harmless Agreement for Access to Building Information Model.

...

---

Steven A. Eggers Managing Partner

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Steven Eggers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:12:10 on 10/23/2015 under Order No. 2149414337\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

## **ATTACHMENTS**



# AIA® Document B101™ – 2007 Exhibit A

## Initial Information

### for the following PROJECT:

*(Name and location or address)*

RFP #26-2015  
Historic Fayette County Courthouse  
Architectural & Engineering Design Team Services  
215 W. Main Street  
Lexington, KY 40507

### THE OWNER:

*(Name, legal status and address)*

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Tel. No. (859)425-3320

### THE ARCHITECT:

*(Name, legal status and address)*

K. Norman Berry Associates Architects, PLLC  
611 W. Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500  
Fax No. (502)582-2501

### 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 Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

### ARTICLE A.1 PROJECT INFORMATION

#### § A.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

The Owner will provide.

#### § A.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The property is located at 215 W. Main Street, Lexington, KY

#### § A.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 break down.)*

Cost of the work - \$27,837,782.

Init.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

| See Attachment A

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

| Construction Management with a Guaranteed Maximum Price (GMP).

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

| Mr. Todd Slatin  
Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338 Government Center  
200 E. Main St.  
Lexington, KY 40507

§ A.2.2 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 information.)*

| Barry Alberts  
City Vision Associates  
604 S. 3<sup>rd</sup> Street  
Louisville, KY 40202

| Holly Weideman  
AU Associates  
Old Georgetown St.  
Lexington, KY 40508

§ A.2.3 The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

| Bob Haffermann, Principal-in-Charge  
Chris Bowling, Project Manager  
Christopher Fuller, Principal, Quality Control  
Steve Eggers, Managing Principal  
K. Norman Berry Associates Architects PLLC  
611 W. Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500

Init.

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Deborah Berke & Partners Architects LLP  
220 Fifth Avenue, 7<sup>th</sup> Floor  
New York, NY 10001

.2 Structural Engineer  
  
BFMJ  
620 Euclid Ave #300  
Lexington, KY 40502  
(859) 278-5050

.3 Mechanical Engineer  
  
CMTA Consulting Engineers  
10411 Meeting St.  
Prospect, KY 40059  
(502)326-3085

.4 Electrical Engineer  
  
CMTA Consulting Engineers  
10411 Meeting St,  
Prospect, KY 40059  
(502) 326-3085

.5 Landscape Architect  
  
Carman  
310 East Vine Street  
Lexington, KY 40507  
(859) 254-9803

.6 Historic Roof Consultant  
  
Patrick D. Murphy Architects  
4606 Illinois Avenue  
Louisville, KY 40213  
(502) 454-4659

.7 Construction Cost Estimator  
  
Robert Pass & Associates, Inc.  
309 E. Market St., Unit 302  
Louisville, KY 40202  
(502-589-7632

Init.



§ A.2.5.2 Consultants retained under Additional Services:

| None

§ A.2.6 Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*

| See page 1 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect.

Init.

/

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B101<sup>™</sup> – 2007 Exhibit A**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:23:35 on 10/22/2015.

## **PAGE 1**

RFP #26-2015  
Historic Fayette County Courthouse  
Architectural & Engineering Design Team Services  
215 W. Main Street  
Lexington, KY 40507

...

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Tel. No. (859)425-3320

...

*(Name, legal status and address)*

K. Norman Berry Associates Architects, PLLC  
611 W. Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500  
Fax No. (502)582-2501

...

The Owner will provide.

...

The property is located at 215 W. Main Street, Lexington, KY

...

Cost of the work - \$27,837,782.

## **PAGE 2**

See Attachment A

...

Construction Management with a Guaranteed Maximum Price (GMP).

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User Notes:

(1261909359)

...

Mr. Todd Slatin  
Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338 Government Center  
200 E. Main St.  
Lexington, KY 40507

...

Barry Alberts  
City Vision Associates  
604 S. 3<sup>rd</sup> Street  
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Steve Eggers, Managing Principal  
K. Norman Berry Associates Architects PLLC  
611 W. Main Street  
Louisville, KY 40202  
Tel. No. (502)582-2500

### PAGE 3

.1 Deborah Berke & Partners Architects LLP  
220 Fifth Avenue, 7<sup>th</sup> Floor  
New York, NY 10001

.2 Structural Engineer

BFMJ  
620 Euclid Ave #300  
Lexington, KY 40502  
(859) 278-5050

...

.2— .3 Mechanical Engineer

CMTA Consulting Engineers  
10411 Meeting St.  
Prospect, KY 40059  
(502)326-3085

...

~~.3~~ Electrical Engineer, .4 Electrical Engineer

CMTA Consulting Engineers  
10411 Meeting St.  
Prospect, KY 40059  
(502) 326-3085

.5 Landscape Architect

Carman  
310 East Vine Street  
Lexington, KY 40507  
(859) 254-9803

.6 Historic Roof Consultant

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(502) 454-4659

.7 Construction Cost Estimator

Robert Pass & Associates, Inc.  
309 E. Market St., Unit 302  
Louisville, KY 40202  
(502-589-7632

PAGE 4

None

...

See page 1 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect.

## OPTION #2

### LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

#### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

##### INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that to the extent caused by the Consultant's negligent performance, Consultant hereby assumes responsibility and liability for damages to persons or property caused by or resulting from or arising out of any negligent act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultants") under or in connection with this agreement and/or the provision of design services and the performance or failure to perform any work required thereby.
- (2) To the extent caused by the Consultant's negligent performance, Consultant shall indemnify, save, hold harmless the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, costs, expenses, interest, defense costs and reasonable attorney's fees resulting from or by Consultant's performance or breach of the agreement and/or the provision of design services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless LFUCG from and against liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall to the fullest extent permitted by law, reimburse LFUCG for their defense costs including but not limited to all reasonable attorney's fees and expenses, court costs, and expert witness fees and expenses to the extent caused by actual negligent acts, errors or omissions in the performance of professional services by the consultant under this agreement.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky, CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKES, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
★ Professional Liability	\$1 million each claim \$3 million aggregate
Workers' Compensation	Statutory

★ K. Norman Berry Associates carries \$2mm/\$2mm limits, which is in excess of this requirement. Aggregate limits have little or no bearing on a project basis.

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

### Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.



### DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.



KNORMAN-01

BWILSON

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2015

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

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

<p>PRODUCER  <b>Van Zandt, Emrich &amp; Cary Inc.</b>          12401 Plantside Drive          Louisville, KY 40299</p>	<p>CONTACT NAME: <b>Karen O'Hara, CIC, CPIW, AAI, CPIA</b></p> <p>PHONE (A/C, No, Ext): <b>(502) 456-2001</b>      FAX (A/C, No): <b>(502) 454-5137</b></p> <p>E-MAIL ADDRESS: <b>service@vzecins.com</b></p>														
<p>INSURED   <b>K. Norman Berry Associates</b>          611 W. Main Street          Louisville, KY 40202</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Cincinnati Insurance Company</b></td> <td style="text-align: center;"><b>10677</b></td> </tr> <tr> <td>INSURER B : <b>KESA</b></td> <td> </td> </tr> <tr> <td>INSURER C :</td> <td> </td> </tr> <tr> <td>INSURER D :</td> <td> </td> </tr> <tr> <td>INSURER E :</td> <td> </td> </tr> <tr> <td>INSURER F :</td> <td> </td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Cincinnati Insurance Company</b>	<b>10677</b>	INSURER B : <b>KESA</b>		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16380	05/01/2015	05/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: RFP #26-2015  
 Historic Fayette County Courthouse  
 Architectural & Engineering Design Team Services  
 215 W. Main Street, Lexington, KY 40507

**CERTIFICATE HOLDER**

**CANCELLATION**

**Lexington-Fayette Urban County Government**  
 200 East Main Street  
 Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Beeth Wilson*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2015

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<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> 502-244-1343 <b>FAX (A/C, No):</b> 502-244-1411 <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> K. Norman Berry Associates  611 West Main Street Louisville, KY 40202	<b>INSURER A:</b> Travelers Casualty and Surety Co of America     31194	
	<b>INSURER B:</b> _____	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____		


### COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:

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A	Professional Liability			105752149	03/02/2015	03/02/2016	Each Claim 2,000,000 Aggregate 2,000,000

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

Project: RFP #26-2015  
Historic Fayette County Courthouse  
Architectural & Engineering Design Team Services  
215 W. Main Street  
Lexington, KY 40507

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Governement  200 East Main Street  Lexington, KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Hold Harmless Agreement for Access to Building Information Model

The undersigned Contractor ("Contractor"), including his representatives, designees and subcontractors, has requested access to a copy of the Building Information Model (BIM) produced by **K. Norman berry Associates Architects PLLC, Deborah Berke Partners Architects, CMTA Inc., Carman and BFMJ Inc.** in conjunction with the Lexington Fayette Urban County Government (LFUCG) for the project:

### Fayette County Courthouse Renovation

The Contractor agrees to the following provisions:

1. The BIM remains the property and control of the design team. Providing access to the BIM does not transfer copyright or ownership, and is a limited license to use in accordance with these conditions.
2. The Contract Documents do not require the Contractor to use the BIM to prepare drawings in electronic format for use during construction or in any other way.
3. The Contractor is not permitted to make alterations to the BIM and/or the information contained therein.
4. The BIM and the information contained is provided as is, in Revit Version 2015 format used by Architect/Engineer. The BIM is provided without warranty or guaranty of compatibility with the Contractor's software or hardware systems. At Contractor's request and risk, Architect/Engineer may export Revit-formatted BIM to another program, but will not verify translation of data.
5. The Contractor acknowledges data stored within the BIM can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, duration of storage or operators. Such alteration does not relieve Contractor from any other provision stated herein.
6. The BIM, and the information contained therein is provided for the Contractor's convenience only, is not a Contract Document and does not relieve the Contractor from the requirements of the Contract Documents. The information provided in the BIM may not reflect the Contract Documents in all areas and the Contractor will be required to verify where changes have occurred. Field verification of existing and as-built conditions are required as not all conditions of the existing conditions are represented in either the BIM model or on the Contract Documents.
7. A complete "hard copy" set of the documents represented by the BIM shall be provided by the Contractor to his representative, designee and/or subcontractors receiving the BIM. This hard copy set, including subsequent addenda and other revisions will be used as the precedent and authoritative document, and, in comparison with electronic files, shall supersede any discrepancies, omissions or errors shown on the electronic files.
8. The information provided in the BIM is only diagrammatic. Specifications require that the work and coordinated shop drawings reflect actual field verified conditions (both new and existing) with actual equipment/duct sizes, utility locations, related site/project conditions, and other work by other design disciplines indicated in the entire Contract Documents package as related to the listed project.
9. The Contractor accepts responsibility for ensuring all persons, including sub-contractors, using the BIM comply with the requirements and limitations in using the information provided on them and as stated herein.
10. The BIM is not intended to be used for shop fabrication and/or field erection. The details shown on the structural drawings must be used in conjunction with the General Notes and Specifications in order to create complete shop drawings. Submittals showing only the same detail information as on the structural drawings without the addition of pertinent fabrication/erection information will be rejected.
11. The use of these BIM is limited solely to this project. Use of BIM on other projects or on other applications by the Contractor is expressly prohibited.
12. This Hold Harmless Agreement shall be attached to and transmitted with the BIM by the Contractor at all times so that all those that the Contractor allows to have access are aware of the terms of this Agreement.

13. By accepting the BIM and the above stipulations, the Contractor and its agents, employees, Subcontractors of any tier, material suppliers or any others that Contractor allows to access the BIM agrees to waive any and all liability, defend, indemnify and hold harmless the project Owner/Client and Architects and Engineers, their agents and employees against all claims, liabilities, damages, losses, expenses and costs (including expert and attorney's fees), Claims arising from, relating to or resulting from the use of the BIM.

Project Name: Fayette County Courthouse Renovation

Project Address: 215 W. Main St., Lexington, KY 40507

Architect/Engineers K. Norman Berry Associates Architects PLLC

Deborah Berke Partners Architects

CMTA Inc.

Carman

BFMJ, Inc

Contractor: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_