

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES
WEDNESDAY, December 9, 2015**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Wednesday, December 9, 2015 at 6:00 PM in the Upper Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. President Dominic Noce called the meeting to order. Minutes were prepared by Cecile Petro, Redevelopment Director.

ROLL CALL: Commissioners present included Dominic Noce, Rachel Delaney, Greg Kuzmar, Kathy DeGuilio-Fox, and Jim Kessler. Also in attendance were Attorney Carol Green-Fraley, Councilman Dan Vassar, School Town of Highland Commissioner Pat Krull, and Redevelopment Director Cecile Petro.

General Substance of the Discussion

Agenda Review

Commissioners reviewed the minutes and claims. No comments were received.

The Town Theatre architectural/engineering contract with Morris Architects Planners was discussed. The total fee will be \$280,450.00 and will include the owner’s and the architect’s representative and the cost of the work before it is signed.

The Commission also discussed cancelling the study session for December 23, 2015 and the possible need for a special public meeting next week on Wednesday, December 16, 2015 at 5:00 PM, if the Commission receives a Façade Improvement Grant application for 8836 Kennedy Avenue and other business that may need approval before the end of the calendar year.

The Director explained her request for vacation buyout time. She had accumulated more than one week of untaken vacation time over the course of 2015 and was unable to use it. According to Highland personnel policies, the Commission may purchase up to one week.

8835 Kennedy Avenue—Façade Grant and Tax Abatement

Potential owners of 8835 Kennedy presented a plan to redevelop the site. They are seeking financial assistance with the project. Commissioner Kuzmar explained that the potential owners of 8835 Kennedy Avenue are requesting demolition monies or the equivalent as well as Tax Abatement from the town. Because this building is unique with many facades facing the street and other open spaces, a façade grant may meet their needs without creating a special development agreement. The potential owners will seek multiple demolition estimates to gauge the cost and then submit a Façade Improvement Grant application.

The Commission was also concerned about maintaining the design standards for the downtown area. The draft plans were presented for the Commission to review. Most of the design conforms to the standards. Commissioner Kuzmar will document the areas that will need some further discussion and they will be forwarded to the potential owners.

8836 Kennedy Avenue—Façade Grant

Potential owners of 8836 Kennedy want to rehab the building, including both the inside and the outside. According to the design standards, the building would need to include additional windows on the south facing façade to qualify for two façade grants. The Kennedy Avenue facing façade meets the standards. Landscaping, signage, and lighting standards will need to be reviewed. In this area there are multiple pipelines that transgress across the southern boundary of the parcel. The potential owners will need to have those marked before landscaping and parking can be plotted.

Engineering Study

The Commission requested proposals regarding the area north of the gas station on Main and Kennedy Avenue to assess the amount of land available for development. Proposals were received from Torrenga Engineering, SEH, DLZ, and American Structurepoint, Inc. Commissioners want to hear more from the

Building Commissioner who is the town official in charge of compensatory storage when building in areas that may be within a flood plain.

The Study Session ended at 7:04 PM for the Public Meeting.

**HIGHLAND REDEVELOPMENT COMMISSION
PUBLIC MEETING
December 9, 2015**

The Highland Redevelopment Commission ("Commission", "RC") met in a Public Meeting on December 9, 2015 at 7:05 PM in the Council Chambers within the Municipal Building at 3333 Ridge Road, Highland, Indiana. President Dominic Noce called the meeting to order.

ROLL CALL:

Present on roll call included Redevelopment Commissioners: Dominic Noce, Rachel Delaney, Greg Kuzmar, Kathy DeGuilio-Fox and Jim Kessler. Also in attendance were Attorney Carol Green-Fraley and School Town of Highland Commissioner Pat Krull. In the audience were Abby Wagner and Phil Wagner from Munster. Taking minutes for the meeting was Director Petro.

MINUTES OF PREVIOUS SESSIONS:

Commissioner Kuzmar made a motion to approve the minutes as written of the Public Meeting and Study Session of November 11, 2015. Commissioner Delaney seconded the motion. **Motion carried by unanimous voice vote.**

PUBLIC COMMENTS:

Abbey Wagner stated that she is attending this meeting because she is required to attend a public policy meeting on the local level for her U.S. Government class. Commissioners welcomed her and her father.

SPECIAL ORDERS: None

COMMUNICATIONS: None

UNFINISHED BUSINESS AND GENERAL ORDERS: None

NEW BUSINESS:

Commissioner Kuzmar made a motion to approve *Resolution 2015-22, a Resolution of the Highland Redevelopment Commission Authorizing to Enter into a Contract with Morris Architects Planners, Inc. for Architectural and Engineering Services for the Town Theatre*. Commissioner Kessler seconded the motion. **Motion carried by unanimous voice vote.**

Commissioner Kessler made a motion to *Approve the Purchase of up to One-Week of Vacation Time in Lieu of Time Off, Pursuant to Section §5.02.09 of the Compensation and Benefits Ordinance*. Commissioner Delaney seconded the motion. **Motion passed by unanimous voice vote.**

Commissioner Kuzmar made a motion to *Cancel the Regularly Scheduled Study Session of the Redevelopment Commission for December 23, 2015 due to the Christmas Holiday; However, the Commission May Add a Special Meeting, if Necessary*. Commissioner Kessler seconded the motion. **Motion carried by unanimous voice vote.**

ACTION TO PAY ACCOUNTS PAYABLE VOUCHERS:

Commissioner Kuzmar made a motion to pay account payables as presented in the amount of \$28,707.45. Commissioner DeGuilio-Fox seconded the motion. **Motion carried by unanimous voice vote.**

BUSINESS FROM THE COMMISSIONERS:

Commissioner Kessler thanked President Noce for his service this year as President and thanked the Director for her service to the town. Commissioner Kuzmar also thanked President Noce for his leadership this year. Commissioner Noce stated he appreciates all of the Commissioners' support and gave special thanks to Commissioner Kuzmar for the extra work he performed this year on behalf of the Commission.

NEXT MEETING:

The next public meeting will be held on January 13, 2016, at 7:00 PM. A Study Session will precede the Public Meeting at 6:00 PM and may follow the meeting. The next full Study Session will be held on January 27, 2016, at 6:00 PM. The next Highland Main Street meeting will be held on Thursday, January 7, 2016 at 6:30 PM. All meetings are held in the Town Hall.

ADJOURNMENT: Commissioner Kessler made a motion to adjourn the meeting. Commissioner Kuzmar seconded the motion. **Motion carried by unanimous voice vote to adjourn the meeting at 7:19 PM.**

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION RECONVENED
December 9, 2015**

The Highland Redevelopment Commission (“Commission”, “RC”) reconvened at 7:20 PM in the Upper Conference Room of the Municipal Building at 3333 Ridge Road, Highland, Indiana.

ROLL CALL: Present on silent roll call included Commissioners: Dominic Noce, Greg Kuzmar, Rachel Delaney, Jim Kessler and Kathy DeGuilio-Fox. Also in attendance were School Town of Highland Commissioner Pat Krull and Attorney Carol Green-Fraley.

General Substance of the Study Session

2711 & 2717 Condit

The Director told the Commissioners that the Environmental Phase I Study of 2711 and 2717 Condit was completed and no environmental problems were discovered. Commissioners want to proceed with negotiations to purchase the land.

8630 Kennedy

Commissioners directed the Director to continue to seek admittance within the property for an environmental assessment of the property.

Art & Cultural District Survey

The Director provided copies of the results of the Art & Cultural District survey. She stated that the overwhelming majority of the responses were very positive. All responses are recorded and a list of “other” responses for each of the ten questions were also provided.

2813 & 2815 Jewett

Commissioners asked the Director to find out the status of the contract with the owner of Primitive Peddler. The contract will run from January 1st to December 31st 2016.

Kiosks

The Director gave out information on a proposed program for the kiosks for next year. The Commission will take up the issue at their January meeting.

Indiana Office of Tourism Grant

The Director stated that she is in the process of applying for a grant from the Indiana Office of Tourism for the refurbishment of the Town Theatre marque. It is a \$50K grant; \$25 of which will be match monies from the Town and \$25 will be from the Indiana Office of Tourism.

The Director thanked members for their year of service and that if they were interested, they should notify the Clerk-Treasurer's office if they are interested in serving again next year.

The study session was adjourned at 7:50 PM.

RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION AUTHORIZING TO ENTER INTO A CONTRACT WITH MORRIS ARCHITECTS PLANNERS, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE TOWN THEATRE

WHEREAS, the Highland Redevelopment Commission (the "Commission"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act in I.C. 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Highland Redevelopment Commission is authorized to negotiate and enter into contracts by statute; and

WHEREAS, the Highland Redevelopment Commission has requested, received and reviewed proposals for an architect for the Town Theatre; and

NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town and the Redevelopment Commission to enter into a contract with Morris Architects Planners, Inc. for Architectural and Engineering Services.

Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 9th day of December, 2015.

HIGHLAND REDEVELOPMENT COMMISSION

BY: Dominic M. Noce
President Dominic Noce

ATTEST:

James S. Kessler
Secretary James Kessler

Standard Form of Agreement Between Owner and Architect

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

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

Town of Highland By and Through its Redevelopment Commission, Highland Town Hall
3333 Ridge Road
Highland, IN 46322
Telephone Number: (219)972-7598

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

Morris Architects Planners, Inc., Subchapter S Corporation
944 West Huron
Chicago, Illinois 60642
Telephone Number: 312 942 0500
Fax Number: 312 942 0562

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

Town Theatre
8615, 8612 & 8610 Kennedy Avenue
Highland, Indiana 46332
Renovation and restructuring of the existing theater at 8616 Kennedy Avenue, Highland Indiana. Work includes, but is not limited to, new roof structure at theater, MEP systems, theatrical systems and infrastructure, architectural finishes, exterior, moisture protection, accessibility, restrooms, lobby and other apartment spaces, including the adjacent buildings commonly referred to as 8610 & 8612 Kennedy Avenue, Highland Indiana 46322

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 18:44:30 on 12/09/2015 under Order No.9776229826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1285136484)

TABLE OF ARTICLES

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

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.)

Architectural and associated engineering and audio/visual/low-voltage/acoustical design services for a complete rehabilitation of an existing 1940's era theater building and renovation of neighboring buildings that will connect the three properties to create an expanded facility providing modern (ADA) code compliant: entry, egress, restroom, concession and support functions to support the original theater space's continued role as a movie theater and new expanded usage roles which will include: meetings, presentations, live theater, stand-up comedy, live musical performances and social gatherings.

The Town Theatre and neighboring buildings are located at 8510-8516 Kennedy Avenue in Highland, Indiana, which is located 32 miles southeast of Chicago. The theater was built in 1947 and exhibits a porcelain-enamelled art deco exterior and marquee along its front facade. The theater was purchased by the Town of Highland in 2012 along with two neighboring buildings to the North that are planned to be combined to serve as a hub for a new arts and cultural districts under development. The theatre building is 4,442 sq. ft; the building to the north is 2,702 sq. ft.; and the second building to the north is 1,211 sq. ft.

§ 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 in the form of a formal amendment to the contract.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project however, the representative shall be acceptable to owner and architect.

§ 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

\$2,000,000.

2 Automobile Liability

\$1,000,000.

3 Workers' Compensation

\$1,000,000.

4 Professional Liability

\$1,000,000. per occurrence; \$2,000,000. aggregate

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.

AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 18:44:30 on 12/09/2015 under Order No.9776229826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1285136484)

AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 18:44:30 on 12/09/2015 under Order No.9776229826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1285136484)

§ 3.1.4 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, but in no event will it exceed fourteen days (14), the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be extended 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 utilities 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.

4
Infr. I AIA Document B191™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.977232828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265136484)

bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

1. 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.

§ 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 agree to 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

6
Infr. I AIA Document B191™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.977232828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265136484)

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive

5
Infr. I AIA Document B191™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.977232828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265136484)

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.

§ 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 CONTRACTOR

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

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

§ 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.

7
Infr. I AIA Document B191™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.977232828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265136484)

§ 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 the 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 written approval with cost estimates clearly stated 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 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.

AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1251136484)

§ 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)	A	
§ 4.1.2 Multiple preliminary designs	Not provided	
§ 4.1.3 Measured drawings	A	
§ 4.1.4 Existing facilities surveys	O	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	A	Addendum B
§ 4.1.6 Building Information Modeling (B204™-2008)	Not provided	
§ 4.1.7 Civil engineering	A	Addendum B
§ 4.1.8 Landscape design	A	Addendum B
§ 4.1.9 Architectural Interior Design (B257™-2007)	A	
§ 4.1.10 Value Analysis (B204™-2007)	Not provided	
§ 4.1.11 Detailed cost estimating	Not provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not provided	
§ 4.1.13 Confirmed construction documents	Not provided	
§ 4.1.14 As-Designed Record drawings	Not provided	
§ 4.1.15 As-Constructed Record drawings	Not provided	
§ 4.1.16 Post occupancy evaluation	Not provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not provided	
§ 4.1.18 Tenant-related services	Not provided	
§ 4.1.19 Coordination of Owner's consultants	Not provided	
§ 4.1.20 Telecommunications/data design	Not provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.22 Commissioning (B211™-2007)	Not provided	
§ 4.1.23 Extensive environmentally responsible design	Not provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not provided	
§ 4.1.25 Fast-track design services	Not provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	A	

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1251136484)

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need, with cost estimates clearly stated. 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 these services are not required, within five (5) days from submission by Architect 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) revisions of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. Sixty (60) visits to the site by the Architect over the duration of the Project during construction
3. Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1251136484)

4 Three (3) 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 eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 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 If required by the Structural Engineer or the Authority Having Jurisdiction, 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, penetration tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsol 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

AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239826_1 which expires on 11/08/2016, and is not for resale. User Notes: (1251136484)

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 the 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.

§ 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. The Architect further waives any causes of action in law or equity or claims against the owner arising out of the use of work submitted by the architect.

7.5 The Architect shall submit the Architect's Instruments of Service to the Owner in both paper copy and electronic format (CAD and PDF), provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, 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

Incl. AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNINGS: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265134848) 12

Incl. AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNINGS: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265134848) 13

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 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
 Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

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 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 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 180 consecutive 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 and all Termination Expenses as defined in Section 9.7.

§ 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.

§ 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.

Incl. AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNINGS: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265134848) 14

Incl. AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNINGS: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265134848) 15

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 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 2, the Owner shall compensate the Architect as follows as set out in Addendum A: A fixed fee of two hundred eighty thousand four hundred fifty dollars (\$280,450.00) (insert amount of, or basis for, compensation)

§ 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.) See Exhibit A Schedule of Rates and ADDENDUM A additional services fee breakdown

§ 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: See attached Schedule of Rates Exhibit A and/or Article 1.3 (insert amount of, or basis for, compensation)

AIA Document B101™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1285136484)

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

§ 11.9 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:

zero dollars \$ 0

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement.

§ 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, unless disputed in writing. (insert rate of monthly or annual interest agreed upon)

five % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect 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 Other documents: (List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

§ 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:

Table with 4 columns: Phase, Amount, Percent, Total. Rows include Schematic Design Phase (9%), Design Development Phase (21%), Construction Documents Phase (44%), Bidding or Negotiation Phase (6%), Construction Phase (20%), and Total Basic Compensation (100%).

§ 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.)

See Attached Schedule of Rates Exhibit A

Employee or Category Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- 1 Transportation and authorized 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.

AIA Document B101™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1285136484)

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

OWNER ARCHITECT
(Cecile Petro, Town of Highland By and Through its Redevelopment Commission) (John Morris, AIA, President)
(Printed name and title) (Printed name and title)

AIA Document B101™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1285136484)

AIA Document B101™ - 2007 (formerly B191™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No.9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1285136484)

Additions and Deletions Report for
AIA® Document B101™ – 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 16:44:30 on 12/09/2015.

PAGE 1

Town of Highland By and Through its Redevelopment Commission, Highland Town Hall
3333 Ridge Road
Highland, IN 46322
Telephone Number: (219)972-7598

Morris Architects Planners, Inc., Subchapter S Corporation
944 West Huron
Chicago, Illinois 60642
Telephone Number: 312 942 0500
Fax Number: 312 942 0562

Town Theatre
8616, 8612 & 8610 Kennedy Avenue
Highland, Indiana 46332

Renovation and restructuring of the existing theater at 8616 Kennedy Avenue, Highland Indiana. Work includes, but is not limited to, new roof structure at theater, MEP systems, theatrical systems and infrastructure, architectural finishes, exterior moisture protection, accessibility, restrooms, lobby and other apparatus spaces including the adjacent buildings commonly referred to as 8610 & 8612 Kennedy Avenue, Highland Indiana 46322

PAGE 2

Architectural and associated engineering and audio/visual/low-voltage/acoustical design services for a complete rehabilitation of an existing 1940's era theater building and renovation of neighboring buildings that will connect the three properties to create an expanded facility providing modern (ADA) code compliant entry, egress, restroom, concession and support functions to support the original theater space's continued role as a movie theater and new expanded usage roles which will include: meetings, presentations, live theater, stand-up comedy, live musical performances and social gatherings. The Town Theatre and neighboring buildings are located at 8610-8616 Kennedy Avenue in Highland, Indiana, which is located 32 miles southeast of Chicago. The theater was built in 1947 and exhibits a porcelain-enameled art deco exterior and marquee along its front facade. The theater was purchased by the Town of Highland in 2012 along with two neighboring buildings to the North that are planned to be combined to serve as a hub for a new arts and cultural districts under development. The theatre building is 4,442 sq. ft; the building to the north is 2,702 sq. ft; and the second building to the north is 1,213 sq. ft.

Additions and Deletions Report for AIA Document B101™ – 2007 (Formerly B191™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 0772329828, which expires on 11/09/2016, and is not for resale. (1285138494)

PAGE 3

TBD

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-compensation in the form of a formal amendment to the contract.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. ~~Project; however, the representative shall be acceptable to owner and architect.~~

\$2,000,000.

\$1,000,000.

\$1,000,000.

\$1,000,000 per occurrence; \$2,000,000 aggregate

PAGE 4

§ 3.1.3 As soon as practicable after the date of this Agreement, but in no event will it exceed fourteen days (14), the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 8

§ 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 written approval with cost estimates clearly stated and execution in accordance with the Contract Documents.

PAGE 9

§ 4.1.1 Programming (B202™-2009) A

Additions and Deletions Report for AIA Document B101™ – 2007 (Formerly B191™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 0772329828, which expires on 11/09/2016, and is not for resale. (1285138494)

§ 4.1.2	Multiple preliminary designs	Not provided	
§ 4.1.3	Measured drawings	A	
§ 4.1.4	Existing facilities surveys	O	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	A	Addendum B
§ 4.1.6	Building Information Modeling (B207™-2008)	Not provided	
§ 4.1.7	Civil engineering	A	Addendum B
§ 4.1.8	Landscape design	A	Addendum B
§ 4.1.9	Architectural Interior Design (B252™-2007)	A	
§ 4.1.10	Value Analysis (B204™-2007)	Not provided	
§ 4.1.11	Detailed cost estimating	Not provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not provided	
§ 4.1.13	Confirmed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Not provided	
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	Not provided	
§ 4.1.20	Telecommunications/data design	Not provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.22	Commissioning (B211™-2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	A	

PAGE 10

§ 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, with cost estimates clearly stated. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

§ 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 these services are not required, within five (5) days from submission by Architect, 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.

- Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- Sixty (60) visits to the site by the Architect over the duration of the Project during construction
- Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- Three (3) inspections for any portion of the Work to determine final completion

Additions and Deletions Report for AIA Document B101™ – 2007 (Formerly B191™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 0772329828, which expires on 11/09/2016, and is not for resale. (1285138494)

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty eight (28) 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 11

§ 5.5 ~~the~~ If required by the Structural Engineer or the Authority Having Jurisdiction, 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, penetration tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsol conditions, with written reports and appropriate recommendations.

PAGE 13

§ 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. The architect further waives any causes of action in law or equity or claims against the owner arising out of the use of work submitted by the architect.

7.5 The Architect shall submit the Architect's Instruments of Service to the Owner in both paper copy and electronic format (CAD and PDF), provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.

PAGE 14

Litigation in a court of competent jurisdiction

PAGE 15

§ 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 180 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.

§ 9.7 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, compensated.

PAGE 15

Additions and Deletions Report for AIA Document B101™ – 2007 (Formerly B191™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 0772329828, which expires on 11/09/2016, and is not for resale. (1285138494)

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: follows as set out in Addendum A: A fixed fee of two hundred eighty thousand four hundred fifty dollars (\$280,450.00)

PAGE 19

Cecile Petro, Town of Highland By and Through its Redevelopment Commission.

John Morris, AIA, President

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply. See Exhibit A Schedule of Rates and ADDENDUM A additional services fee breakdown

§ 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: See attached Schedule of Rates Exhibit A and/or Article 1.3

PAGE 17

§ 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	nine	percent (9	%)
Design Development Phase	Twenty one	percent (21	%)
Construction Documents Phase	forty four	percent (44	%)
Bidding or Negotiation Phase	six	percent (6	%)
Construction Phase	twenty	percent (20	%)

See Attached Schedule of Rates Exhibit A

PAGE 18

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

zero dollars \$ 0

§ 11.10.1 An initial payment of zero (\$ 0) 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~~ Architect, unless disputed in writing.

five % per annum

Additions and Deletions Report for AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265156464)

Additions and Deletions Report for AIA Document B101™ - 2007 (formerly B101™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265156464)

Certification of Document's Authenticity AIA® Document D401™ - 2003

I, John Morris, 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 16:44:30 on 12/09/2015 under Order No. 9778239828_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)

Phase / Activity	Original	Project Manager	Associate
Schematic Development			
Meetings and planning	12	12.5	7.75
Programming	10	20	4
Design Drawing	17	20	30
Layouts and report	10	10	15
Phase total	44	62.5	56.75
Hourly Rate	360	140	80
Sub-total	11640	8750	5050.75
Corrected MAP total this phase	525,250		
Design Development			
Meetings & costs	8	8	
Equipment & systems	9	2	9.75
Finishes	10	16	23.8
Drawings & documentation	10	10	16
Phase total	37	36	49.65
Hourly Rate	260	140	90
Sub-total	9620	5040	4468.5
Corrected MAP total this phase	19,125		
Construction Documents			
Coordination of systems	8	30	20
Document preparation	40	90	140
Cost review and control	4	23	
Bid set review	20	23	20
Specifications	8	24	7
Phase total	80	190	187
Hourly Rate	260	140	90
Sub-total	20800	26800	16830
Corrected MAP total this phase	361,223		
Bidding			
Review bids	4	8	
Respond to questions	2	7.5	8
Phase total	6	15	8
Hourly Rate	360	140	90
Sub-total	1560	2100	540
Corrected MAP total this phase	54,197		
Construction Administration			
Respond to RFIs	0	10	0
Review Submittals	3	20	0
In-progress site visits	6	15.5	0
Final site visit and punch list	10	6	0
Phase total	19	51.5	0
Hourly Rate	360	140	80
Sub-total	4910	7210	0
Corrected MAP total this phase	512,385		
Total all phases	\$124,976		
Rounded proposal total	\$124,758		
Percentage of overall fee	44%		

AIA Document D401™ - 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:44:30 on 12/09/2015 under Order No. 9778239828_1 which expires on 11/06/2016, and is not for resale. User Notes: (1265156464)

TOWN THEATRE, Highland, IN
Hourly effort per phase - Schuler Shook

ADDENDUM A
BASIC SERVICES BREAKDOWN

Phase / Activity	Principal	Project Consultant	Theatre Specialist
Design Development			
Meetings and planning	12	12	
Equipment loads	1	2	4
Equipment costing	2	6	4
Layouts and report	2	12	16
Phase total	17	32	24
Hourly Rate	260	135	90
Sub-total	4420	4320	2160
Schuler Shook total this phase	\$10,900		
Construction Documents			
Coordination of systems	6	12	
Advisory equipment layout drawings	3	12	18
Equipment cost review and control	2	3	
Document preparation	4	8	20
Bid set review and comment	4	6	
Specifications		6	
Phase total	19	47	38
Hourly Rate	260	135	90
Sub-total	4940	6345	3420
Schuler Shook total this phase	\$14,705		
Bidding			
Review bids with architect	1	2	
Respond to questions		2	1
Phase total	1	4	1
Hourly Rate	260	135	90
Sub-total	260	540	90
Schuler Shook total this phase	\$890		
Construction Administration			
Respond to RFIs	2	4	4
Review Submittals	2	4	4
In-progress site visits	4	8	
Final site visit and punch list	6	9	
Phase total	14	25	8
Hourly Rate	260	135	90
Sub-total	3640	3375	720
Schuler Shook total this phase	\$7,735		
Total all phases	\$34,230		
Rounded proposal total	\$34,200		
Percentage of overall fee	12.20%		

TOWN THEATRE, Highland, IN
Hourly effort per phase - Threshold Audio

ADDENDUM A
BASIC SERVICES FEE BREAKDOWN

Phase / Activity	Partner	Consultant
Design Development		
Meetings and planning	0	4
Program	2	8
Conceptual design	1	8
Layouts and report	1	24
Phase total	4	44
Hourly Rate	250	115
Sub-total	1000	5060
Threshold audio total this phase	\$6,060	\$5,960
Construction Documents		
Coordination of systems	0	8
Layout drawings	0	6
Review and control	2	4
Document preparation	0	30
Bid set review and comment	2	2
Specifications	0	6
Phase total	4	56
Hourly Rate	250	115
Sub-total	1000	6440
Threshold audio total this phase	\$7,440	\$6,440
Bidding/Permits		
Review bids with architect	0	4
Respond to questions	0	6
Phase total	0	10
Hourly Rate	0	115
Sub-total	0	1150
Threshold audio total this phase	\$1,150	\$1,150
Construction Administration		
Respond to RFIs	0	10
Review Submittals	0	14
In-progress site visits	2	24
Commissioning	0	12
Phase total	2	60
Hourly Rate	250	115
Sub-total	500	6900
Threshold audio total this phase	\$7,400	\$6,900
Total all phases	\$22,950	
Percentage of overall fee	7.90%	

TOWN THEATRE, Highland, IN
Hourly effort per phase - Threshold Acoustics

ADDENDUM A
BASIC SERVICES BREAKDOWN

Phase / Activity	Partner	Consultant
Design Development		
Meetings and planning	4	4
Program	2	4
Conceptual design	2	8
Layouts and report	2	8
Phase total	10	24
Hourly Rate	250	115
Sub-total	2500	2760
Threshold total this phase	\$5,260	\$2,760
Construction Documents		
Coordination of systems	0	8
Layout drawings	0	6
Review and control	4	4
Document preparation	2	18
Bid set review and comment	2	2
Specifications	2	4
Phase total	10	42
Hourly Rate	250	115
Sub-total	2500	4830
Threshold total this phase	\$7,350	\$4,830
Bidding/Permits		
Review bids with architect	0	4
Respond to questions	0	6
Phase total	0	10
Hourly Rate	250	115
Sub-total	0	1150
Threshold total this phase	\$1,150	\$1,150
Construction Administration		
Respond to RFIs	2	10
Review Submittals	2	10
In-progress site visits	6	24
Commissioning	10	10
Phase total	20	54
Hourly Rate	250	115
Sub-total	5000	6210
Threshold total this phase	\$11,210	\$6,210
Total all phases	\$24,950	
Percentage of overall fee	8.80%	

TOWN THEATRE, Highland, IN
Hourly effort per phase - Primavera Engineers

ADDENDUM A
BASIC SERVICES FEE BREAKDOWN

Phase / Activity	PM	Engineer
Design Development		
Meetings and planning	24	24
Program	24	24
Conceptual design	58	62
Layouts and report	52	51
Phase total	158	161
Hourly Rate	45	40
Sub-total	7110	6440
Primavera total this phase	\$13,530	\$6,440
Construction Documents		
Coordination of systems	40	54
Layout drawings	40	48
Review and control	24	32
Document preparation	80	110
Bid set review and comment	16	48
Specifications	12	12
Phase total	212	304
Hourly Rate	45	40
Sub-total	9540	12160
Primavera total this phase	\$21,700	\$12,160
Bidding/Permits		
Review bids with architect	40	40
Respond to questions	24	24
Phase total	64	64
Hourly Rate	45	40
Sub-total	2880	2560
Primavera total this phase	\$5,440	\$2,560
Construction Administration		
Respond to RFIs	40	40
Review Submittals	40	64
In-progress site visits	40	49
Commissioning	24	24
Phase total	144	177
Hourly Rate	45	40
Sub-total	6480	7080
Primavera total this phase	\$13,560	\$7,080
Total all phases	\$54,250	
Percentage of overall fees	19.30%	

TOWN THEATRE, Highland, IN
Hourly effort per phase - Espect Engineering

ADDENDUM A
BASIC SERVICES FEE BREAKDOWN

Phase / Activity	Engineer
Design Development	
Meetings and planning	4
loads	2
Conceptual design	8
Layouts and report	6
Phase total	20
Blended Hourly Rate	200
Sub-total	4000
Espect total this phase	\$4,000
Construction Documents	
Coordination of systems	2
Layout drawings	2
Review and control	2
Document preparation	24
Bid set review and comment	4
Specifications	6
Phase total	40
Blended Hourly Rate	200
Sub-total	8000
Espect total this phase	\$8,000
Bidding/Permits	
Review bids with architect	8
Respond to questions	12
Phase total	20
Blended Hourly Rate	200
Sub-total	4000
Espect total this phase	\$4,000
Construction Administration	
Respond to RFIs	4
Review Submittals	6
In-progress site visits	6
Final site visit and punch list	4
Phase total	20
Blended Hourly Rate	200
Sub-total	4000
Espect total this phase	\$4,000
Total all phases	\$20,000
percentage of overall fees	7%

TOWN THEATRE, Highland, IN
Hourly effort per phase - Teska

ADDENDUM B
ADDITIONAL SERVICES BREAKDOWN

Phase / Activity	Principal	Landscape Arch.
Design Development		
Meetings and planning	2	2
Program	2	2
Conceptual design	1	2
Layouts and report	1	4
Phase total	6	10
Hourly Rate	200	100
Sub-total	1200	1000
Teska total this phase	\$2,200	\$1,000
Construction Documents		
Coordination of systems	0	4
Layout drawings	0	6
Review and control	2	4
Document preparation	0	20
Bid set review and comment	2	4
Specifications	0	6
Phase total	4	44
Hourly Rate	200	100
Sub-total	800	4400
Teska total this phase	\$5,200	\$4,400
Bidding/Permits		
Review bids with architect	0	2
Respond to questions	0	4
Phase total	0	6
Hourly Rate	200	100
Sub-total	0	600
Threshold total this phase	\$600	\$600
Construction Administration		
Respond to RFIs	0	4
Review Submittals	0	10
In-progress site visits	2	10
Commissioning	0	12
Phase total	2	36
Hourly Rate	200	100
Sub-total	400	3600
Teska total this phase	\$4,000	\$3,600
Total all phases	\$12,000	

TOWN THEATRE, Highland, IN
Hourly effort per phase - Primavera Civil Engineering

ADDENDUM B
ADDITIONAL SERVICES BREAKDOWN

Phase / Activity	Engineer
Design Development	
Meetings and planning	8
loads	4
Utilities	16
Layouts and report	12
Phase total	40
Blended Hourly Rate	100
Sub-total	4000
Primera Civil total this phase	\$4,000
Construction Documents	
Coordination of systems	6
Layout drawings	2
Review and control	8
Document preparation	60
Bid set review and comment	8
Specifications	6
Phase total	90
Blended Hourly Rate	100
Sub-total	9000
Primera Civil total this phase	\$9,000
Bidding/Permits	
Review bids with architect	18
Respond to questions	22
Phase total	40
Blended Hourly Rate	100
Sub-total	4000
Espect total this phase	\$4,000
Construction Administration	
Respond to RFIs	8
Review Submittals	12
In-progress site visits	12
Final site visit and punch list	8
Phase total	40
Blended Hourly Rate	100
Sub-total	4000
Primera Civil total this phase	\$4,000
Total all phases	\$21,000

Morris Architects Planners

EXHIBIT A

SCHEDULE OF RATES

Printing	Cost x 1.1
Plotting	\$3.00/sf
Messengers and delivery	Cost x 1.1
Furniture, fixtures and equipment purchasing	Cost x 1.3
Travel	Cost

BILLING RATES

Architects	
Principals	\$275.00/hr
Project Architects	\$165.00/hr
Staff Architects	\$115.00/hr
Drafting	\$ 90.00/hr
Clerical	\$ 45.00/hr

Additional Consultant services Cost x 1.2

November 11, 2015

HIGHLAND REDEVELOPMENT COMMISSION

<u>Account</u>	<u>Claimant</u>	<u>Days</u>	<u>Amount</u>
094.07	Cecile Petro	5 days biwkly \$2,404.36	\$1,202.18
		TOTAL	\$1,202.18

Approval *Cecile Petro*

Redevelopment Commission President *Dominic M. Noco*
Redevelopment Commission Vice-President *Angela...*
Redevelopment Commission Secretary *Ann D. Paul*
Redevelopment Commissioner *[Signature]*
Redevelopment Commissioner *Lathy DeGuis...*
Redevelopment Commissioner _____

2015

VACATION BUYOUT

12-9-15

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 094 Redevelopment General
 Dept 0000

094-0000-20003	OFFICE SUPPLIES	CECILE PETRO (R)	QUAD TOWN MEETING SEPT. 28, 2015 AND MUNICIPAL WORK- GENERAL FILE	31.48	
094-0000-31001	MUNICIPAL WORK- GENERAL FILE	GREEN A KUCHEL, PC	QUAD TOWN MEETING SEPT. 28, 2015 AND NOVEMBER MEMBERSHIP LUNC	702.00	
094-0000-31004	QUAD TOWN MTG. 9-28-15	CECILE PETRO (R)	TRAVEL FOR SEPT. OCT. AND NOV. OF 201	18.45	
094-0000-31004	NOVEMBER MEMBERSHIP LUNC	HIGHLAND CHAMBER OF COMM	DEC 15 REDEV INS PREMIUMS	15.00	
094-0000-32002	TRAVEL FOR SEPTEMBER 2015	CECILE PETRO (R)	DEC 15 REDEV INS PREMIUMS	362.05	
094-0000-34023	HEALTH	TOWN OF HIGHLAND INS FUN	DEC 15 REDEV INS PREMIUMS	756.91	
094-0000-34043	LINE	TOWN OF HIGHLAND INS FUN	DEC 15 REDEV INS PREMIUMS	9.11	
094-0000-35008	UTILITIES-2821 JEWETT-THRU 11/2	NORTHERN IN PUBLIC SERVI	UTILITIES-2821 JEWETT-THRU 11/20/15	54.50	
094-0000-35008	UTILITIES-8610/8612 KENNEDY-THR	NORTHERN IN PUBLIC SERVI	UTILITIES-8610/8612 KENNEDY-THRU 11/2	108.27	
094-0000-35008	ELECTRIC-8618 KENNEDY-THRU 11/2	NORTHERN IN PUBLIC SERVI	UTILITIES-8618 KENNEDY-THRU 11/20/15	42.80	
094-0000-35008	UTILITIES-8618 KENNEDY-THRU 11/	NORTHERN IN PUBLIC SERVI	UTILITIES-8618 KENNEDY-THRU 11/25/15	64.20	
094-0000-35008	UTILITIES-2811 JEWETT-THRU 11/2	NORTHERN IN PUBLIC SERVI	UTILITIES-2811 JEWETT-THRU 11/20/15	102.07	
094-0000-35008	UTILITIES- 2605 CONDIT THRU 10/	TOWN OF HIGHLAND UTILITI	UTILITIES- 2605 CONDIT THRU 10/13/15	9.39	
094-0000-35008	UTILITIES-8618 KENNEDY-THRU 10/	TOWN OF HIGHLAND UTILITI	UTILITIES-8618 KENNEDY-THRU 10/13/15	37.66	
094-0000-35008	UTILITIES-8618 KENNEDY-THRU 11/	TOWN OF HIGHLAND UTILITI	UTILITIES-8618 KENNEDY-THRU 11/13/15	75.32	
094-0000-35008	UTILITIES-2605 CONDIT-THRU 11/1	TOWN OF HIGHLAND UTILITI	UTILITIES-2605 CONDIT-THRU 11/13/15	18.78	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	PAYROLL ACCOUNT	PRL D/S TRANSFER REDEVELOPMENT	3,674.69	24242
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	PAYROLL ACCOUNT	PRL D/S TRANSFER REDEVELOPMENT	3,935.78	24361
Total For Dept 0000				10,018.46	
Total For Fund 094 Redevelopment General				10,018.46	

Fund 096 Redevelopment Capital

096-0000-31005	KENN.AVE. CORRIDOR PLAN (ART &	SHORT-ELLIOTT-HENDRICKSO	HIGHLAND KENNEDY AVE. CORRIDOR PLAN R	780.00	
096-0000-39019	REAL EST PURCH CONTRACT-2813,28	GREEN & KUCHEL, PC	REAL EST PURCHASE CONTRACT-2813,2815	72.00	
096-0000-39019	TOWN THEATRE ARCHITECT CONTRACT	GREEN & KUCHEL, PC	TOWN THEATRE ARCHITECT CONTRACT	918.00	
Total For Dept 0000				1,770.00	
Total For Fund 096 Redevelopment Capital				1,770.00	

12/04/2015 09:43 AM
User: STP
DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
EXP CHECK RUN DATES 11/13/2015 - 12/10/2015
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: 07

Page: 2/2

GL Number

Invoice Line Desc

Vendor

BANK CODE: 07

Invoice Description

Amount Check #

Fund Totals:

Fund 094 Redevelopment 10,018.46

Fund 096 Redevelopment 1,770.00

Total For All Funds: 11,788.46