AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of September in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

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

Hickman County Schools
115 Murphree Avenue
Centerville, TN 37033

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

Kaatz, Binkley, Jones & Morris Design Teams
1008 Charlie Daniels Parkway Mt. Juliet
Mount Juliet, TN 37122
615 754 5393

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

Re-roof Gymnasium at East Hickman High School

Hickman County Schools Purchase Order #?????

The Owner and Design Team agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to project title description noted on the preceding page of this contract
The Owner's program will be developed subsequent to full execution of this Agreement

§ 1.1.2 For the purposes of this agreement, delete the word "Architect" wherever it appears in this agreement and replace it with the word "Design Team

The Design Team shall consist of the following entities:
Kaatz, Binkley, Jones, and Morris Architects, Inc., the designer responsible for Design Team, architectural design and roofing design required for the project.

KBJM shall be the "lead" for the Design Team for the project

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

to be Determined

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

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.1 Design phase milestone dates, if any:

to be Determined

.2 Construction commencement date:

to be Determined

.3 Substantial Completion date or dates:

to be Determined

.4 Other milestone dates:

to be Determined

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

to be Determined

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable unless authorized by the Owner in writing. Sustainable Design is considered as Additional Services. Compensation shall be per paragraph 11.2

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

John Mullins, Director
Hickman County Schools
115 Murphree Avenue
Centerville. TN 37033

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Design Team's submittals to the Owner are as follows:
(List name, address, and other contact information.)

to be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

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

To Be Determined

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

Jason Morris
1008 Charlie Daniels Parkway
Mount Juliet, TN 37122
615 754 5393
jmorris@kbjmarchitects.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Included as part of Basic Services

.2 Mechanical Engineer:

Not Applicable

.3 Electrical Engineer:

Not Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be Determined

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

To be Determined

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 DESIGN TEAM'S RESPONSIBILITIES

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

§ 2.2 The Design Team shall perform its services consistent with the professional skill and care ordinarily

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provided by Design Teams practicing in the same or similar locality under the same or similar circumstances. The Design Team 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 Design Team shall identify a representative authorized to act on behalf of the Design Team with respect to the Project.

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) for each occurrence and Five Million Dollars and Zero Cents ($5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design Team with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each accident, One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents ($ 3,000,000.00) per claim and Three Million Dollars and Zero Cents ($ 3,000,000.00) in the aggregate.

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

§ 2.5.8 Upon written request, the Design Team shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF DESIGN TEAM'S BASIC SERVICES

§ 3.1 The Design Team's Basic Services consist of those described in this Article 3. Services not set forth in this Article 3 are Supplemental or Additional Services.

Basic Services do not include Hazardous Material Investigation; Review Fees required by Authorities Having Jurisdiction; Printing of Documents for Bidding Purposes; or Printing of Documents for Review by Authorities Having Jurisdiction. The Owner, with the assistance of the Design Team, shall obtain the service of these consultants via separate contracts or shall negotiate with the Design Team to provide these services at an additional fee mutually agreed upon by the Owner and Design Team.

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

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

§ 3.1.3 Not used

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

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

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

§ 3.2.2 The Design Team shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Design Team 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 Design Team shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Team shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.2 The Design Team 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 Design Team shall submit to the Owner an Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3.2 The Design Team shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Design Team shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable 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 Design Team shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Design Team acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Team shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Design Team shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Design Team 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 Design Team shall update the Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Design Team shall consider requests for substitutions and 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 Design Team shall assist the Owner in obtaining proposals by:
.1 organizing and participating in selection interviews with prospective contractors;
.2 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.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 If the Proposal Documents permit substitutions, the Design Team shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Design Team shall advise and consult with the Owner during the Construction Phase Services. The Design Team shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Design Team 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 Design Team be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Team shall be responsible for the Design Team's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Team 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 Design Team shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Design Team has the authority to reject Work that does not conform to the Contract Documents. Whenever the Design Team considers it necessary or advisable, the Design Team shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Team nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

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responsibility of the Design Team to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Design Team shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Team'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 Design Team 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 Design Team 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 Design Team's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Design Team 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 Design Team shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Design Team's certification for payment shall constitute a representation to the Owner, based on the Design Team'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 Design Team's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Design Team.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Design Team shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Design Team'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 Design Team's professional judgment, to permit adequate review.

§ 3.6.4.2 The Design Team 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 Design Team's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Design Team'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 Design Team shall specify the appropriate performance and design criteria that such services must satisfy. The Design Team shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Design Team. The Design Team's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Team shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Design Team shall review and respond to requests for information about the Contract Documents. The Design Team 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 Design Team's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Design Team shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Design Team shall:

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

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Design Team's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Refer to Paragraph 12.1

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§ 4.2 Design Team's Additional Services

The Design Team may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Design Team, any Additional Services provided in accordance with this Section 4.2 shall entitle the Design Team to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Team's schedule. The Owner shall pre-approve services that entitle the Design Team to additional compensation over the agreed upon quote.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design Team is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Design Team.

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

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Design Team;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Visits to the site by the Design Team as appropriate for the stage of construction over the duration of the Project during construction

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18)months of the date of this Agreement, through no fault of the Design Team, extension of the Design Team's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Design Team. The Owner and the Design Team 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 Design Team's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Team's services.

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

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

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

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

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

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

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

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

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

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

§ 5.14 The Owner shall provide the Design Team access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Team access to the Work wherever it is in preparation or progress. Design Team members shall have a background check for access to the work site (School grounds) in accordance with TCA 49-5-413

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Design Team. The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Team, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies, shall be included for market conditions at the time of bidding and for changes in the Work. The Cost of the Work does not include the compensation of the Design Team, the costs of the land, rights-or-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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinion of Probable Cost of the Work, prepared by the Design Team, represent the Design Team's judgment as a design professional. It is recognized, however, that neither the Design Team 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 Design Team 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 Opinion of Probable Cost of the Work, or evaluation, prepared or agreed to by the Design Team.

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

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

§ 6.5 If at any time the Design Team's Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Design Team 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 Design Team 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 Design Team, and the consultants retained by the Owner under separate contract 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 Design Team shall, as additional services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Design Team to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions, the Owner shall compensate the Design Team for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Design Team modification of the Construction Documents shall be the limit of the Design Team responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Design Team 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. Refer to Article 12.

§ 7.2 The Design Team and the Design Team'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 Design Team and the Design Team's consultants.

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design Team and Design Team'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 Design Team 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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Design Team shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design Team 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 Design Team waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Design Team, 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 Not Used

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

§ 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.)

[ ] Mediation pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Not used

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation permits consolidation; (2) the mediations to be consolidated substantially involve common questions of law or fact; and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(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 mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design Team, the Design Team 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 Design Team for the Owner's convenience and without cause.

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Team terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Design Team the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or

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licensing fee.)

.1 Termination Fee:

To be Determined

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

To be Determined

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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

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

§ 10.4 If the Owner requests the Design Team to execute certificates, the proposed language of such certificates shall be submitted to the Design Team for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design Team to execute consents reasonably required to facilitate assignment to a lender, the Design Team shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Team for review at least 14 days prior to execution. The Design Team 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 Design Team.

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

5% of construction cost plus 5% of any unaccepted additive alternates

.3 Other
(Describe the method of compensation)

N/A

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

KBJM rates:

Architect	$300.00 per hour
Engineer	$215.00 per hour
Sr. Designer	$175.00 per hour
Designer	$115.00 per hour
Clerical	$ 90.00 per hour

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

Refer to paragraph 11.2

§ 11.4 Compensation for Supplemental and Additional Services of the Design Team consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Design Team plus Ten percent (10%), or as

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follows:

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

Schematic Design Phase	Fifteen percent	(15 %)
Design Development Phase	Twenty percent	(20 %)
Construction Documents Phase	Forty percent	(40 %)
Procurement Phase	Five percent	(5 %)
Construction Phase	Twenty percent	(20 %)
Total Basic Compensation	One Hundred percent	(100 %)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Design Team 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 Design Team and the Design Team's consultants are set forth below. The rates shall be adjusted in accordance with the Design Team's and Design Team's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to paragraph 11.2

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

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Design Team's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Design Team's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Not Used
.11 Not Used
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Design Team and the Design Team consultants plus Zero percent (0 %) of the expenses incurred.

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

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

To be Determined

§ 11.10 Payments to the Design Team
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Design Team's invoice. Amounts unpaid Forty-five (45) 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 Design Team.
(Insert rate of monthly or annual interest agreed upon.)

5 % (Five)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«12.1 The following services are not considered part of basic services under this agreement. The Owner shall obtain the services of these consultants via separate contracts or shall negotiate with the Design Team to provide these services at an additional fee mutually agreed upon by the Owner and Design Team:
Printing of documents for review and / or submittal to Authorities Having Jurisdiction, Printing of documents for bidding purposes, Testing for Hazardous Materials, Plan Review Fees

12.2 Not Used

12.3 Refer to Article 10 – Miscellaneous Provisions and delete paragraph 10.1 in its entirety. Insert the following in its place:

"This agreement shall be governed by the law of Hickman County, Tennessee".

12.4 Since the work of this project connects to existing facilities designed and constructed by others, the Design Team (their officers, directors, employees, and sub-consultants) will make certain assumptions regarding existing conditions when designing the new work. Because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the existing site amenities for explorative investigation, the Design Team shall not be responsible for portions of the existing site amenities previously designed and/or constructed by others.

12.5 The Owner allocates exclusive rights to the Architectural Designer to claim federal tax deductions available for this project under Section 1331 of the Energy Policy Act of 2005, Pub. L. No. 109-58, 119 Stat. 594 (2005) enacted $$ 179D of the Code, which provide a deduction with respect to energy efficient commercial buildings.

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In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under $$ 179D) that is installed on or in property owned by a Federal, State or local government or a political subdivisions thereof, the owner of the property may allocate the $$ 179D deduction to the person primarily responsible for designing the property (the designer).

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: John Mullins, Director of Schools, Hickman County Schools	BY: Wm. T. Morris, President, KBJM Architects, Inc
(Printed name and title)	*(Printed name, title, and license number if required)*

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