



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
February 8, 2018**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. January 11, 2017
- VI. Business Items**
 - A. Approval of Design Services Contract with Brewer, Ingram and Fuller for Campbell Station Inn, Phase III
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting.



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

January 11, 2018

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Report from Chief Lee Tramel, Knox County Sheriff's Office
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. December 14, 2017
- VI. Business Items**
 - A. Approval of Resolution R-2018-01, Appointment of Municipal Judge
 - B. Approval of a request for a variance from the distance from intersections and distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as Parcel 37.03, Tax Map 153, 4.68 Acres, Zoned NC (Knox County) (John and Sarah Mailen, Applicant)
 - C. Approval of Agreement with McKinnon Construction Co., LLC for Repairs to Everett Road Greenway
 - D. Approval of Cost Share Agreement with the Developers of the Harville Property regarding Virtue Road
 - E. Approval of Resolution R-2018-02, Legislative Request for Authorization for the Town of Farragut to enact a Hotel/Motel Tax
- VII. Ordinances**
 - A. Second Reading

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1. Ordinance 17-07, an ordinance to rezone Parcel 44, Tax Map 152, located at 430 Virtue Road, 87.1 Acres, from A, R-2, and FPD to R-1/OSR and FPD (AKP Properties, Applicant)
2. Ordinance 17-18, an ordinance to correct an error in the zoning designation for the property at 12603 Evans Road to change the designation from R-1, Rural Residential, to A, Agricultural (Town of Farragut, Applicant)
3. Ordinance 17-19, Ordinance to amend Chapter 2, Administration, Article 6, Finance, Section 2-267, Depository for town funds, of the Farragut Municipal Code

VIII. Town Administrator's Report

IX. Town Attorney's Report

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

Motion was made to approve the agenda with the postponement of item VI. D., Approval of Cost Share Agreement with the Developers of the Harville Property regarding Virtue Road. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Mayor's Report

Report from Chief Lee Tramel, Knox County Sheriff's Office

Approval of Minutes

Motion was made to approve the minutes of December 14, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Resolution R-2018-01, Appointment of Municipal Judge

Motion was made to approve Resolution R-2018-01, Appointment of Keith Alley as the Town of Farragut Municipal Judge. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of a request for a variance from the distance from intersections and distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as Parcel 37.03, Tax Map 153, 4.68 Acres, Zoned NC (Knox County) (John and Sarah Mailen, Applicant)

Motion was made to approve the requested variance for the following reasons and subject to the median cut prohibition stipulation recommended by the Town Engineer and Planning Commission.

- 1) The access from Second Drive may be problematic due to the sinkhole located adjacent to it. If this is the case, then Concord Road is the only place for access to the property.
- 2) Proposed design of Second Drive shows no dedicated right turn lane which, depending on future development traffic, could cause cars to queue – especially as it seems this is a non-signalized intersection.
- 3) Pedestrians could be impacted negatively by longer wait times as drivers become impatient and do not anticipate pedestrians or cyclists.
- 4) Right in and out at the proposed entrance point removes cars from the Second Drive intersection that will turn right.
- 5) The development is preliminary in nature – if and when the property is developed the Town has the opportunity to require a traffic study showing auxiliary lanes or other improvements to the proposed curb cut.

Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Agreement with McKinnon Construction Co., LLC for Repairs to Everett Road Greenway

Motion was made to approve the agreement with McKinnon Construction Co., LLC for repairs to damaged greenways at Everett Road. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Resolution R-2018-02, Legislative Request for Authorization for the Town of Farragut to enact a Hotel/Motel Tax

Motion was made to approve Resolution R-2018-02, a resolution to request the Tennessee General Assembly to exempt the Town of Farragut from the requirements of Tennessee Code Annotated 67-4-1425 and authorize the Town of Farragut to levy a privilege tax on hotel occupancy. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Pinchok, Povlin and Williams; voting no, Alderman Markli; motion passed.

**Ordinances
Second Reading**

Ordinance 17-07, an ordinance to rezone Parcel 44, Tax Map 152, located at 430 Virtue Road, 87.1 Acres, from A, R-2, and FPD to R-1/OSR and FPD (AKP Properties, Applicant)

Motion was made to approve Ordinance 17-07, as amended, on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinance 17-18, an ordinance to correct an error in the zoning designation for the property at 12603 Evans Road to change the designation from R-1, Rural Residential, to A, Agricultural (Town of Farragut, Applicant)

Motion was made to approve Ordinance 17-18 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinance 17-19, Ordinance to amend Chapter 2, Administration, Article 6, Finance, Section 2-267, Depository for town funds, of the Farragut Municipal Code

Motion was made to approve Ordinance 17-19, as amended, on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Meeting adjourned at 8:00 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Agreement with Brewer Ingram Fuller Architects, Inc. for Design Services for Campbell Station Inn Phase 3 Improvements

INTRODUCTION: The purpose of this item is the approval of an agreement with Brewer Ingram Fuller Architects, Inc. (including subconsultants) for design of parks and roads surrounding the Campbell Station Inn at 101 N. Campbell Station Road.

BACKGROUND: With award of a contract to Merit Construction for Phase 2 improvements in November, the Town is currently beginning the second phase of improvements to the Campbell Station Inn property at the intersection of Kingston Pike and Campbell Station Road. That project will complete stabilization of the building and removal of the dairy barn at the rear of the property. The next phase of improvements (Phase 3) will include construction of a small park, a parking lot, restroom facility and perimeter streets connecting through the property to the Village Greene shopping center, owned by White Realty. Our agreement with White Realty requires that the Town construct the perimeter streets (see Concept Plan, attached) immediately after stabilization efforts (Phase 2). The attached agreement from Brewer Ingram Fuller details this scope of work, with a total basic fee of \$161,000 (including sub-consultants).

FINANCIAL SECTION: 310-46230-920

Project: Campbell Station Inn Phase 3 – Park and Roads

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$2,000,000	\$161,000	\$9,250	\$1,829,750

Approved By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of agreement with Brewer Ingram Fuller Architects, Inc. for design services for Campbell Station Inn Phase 3 (Park and Roads).

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

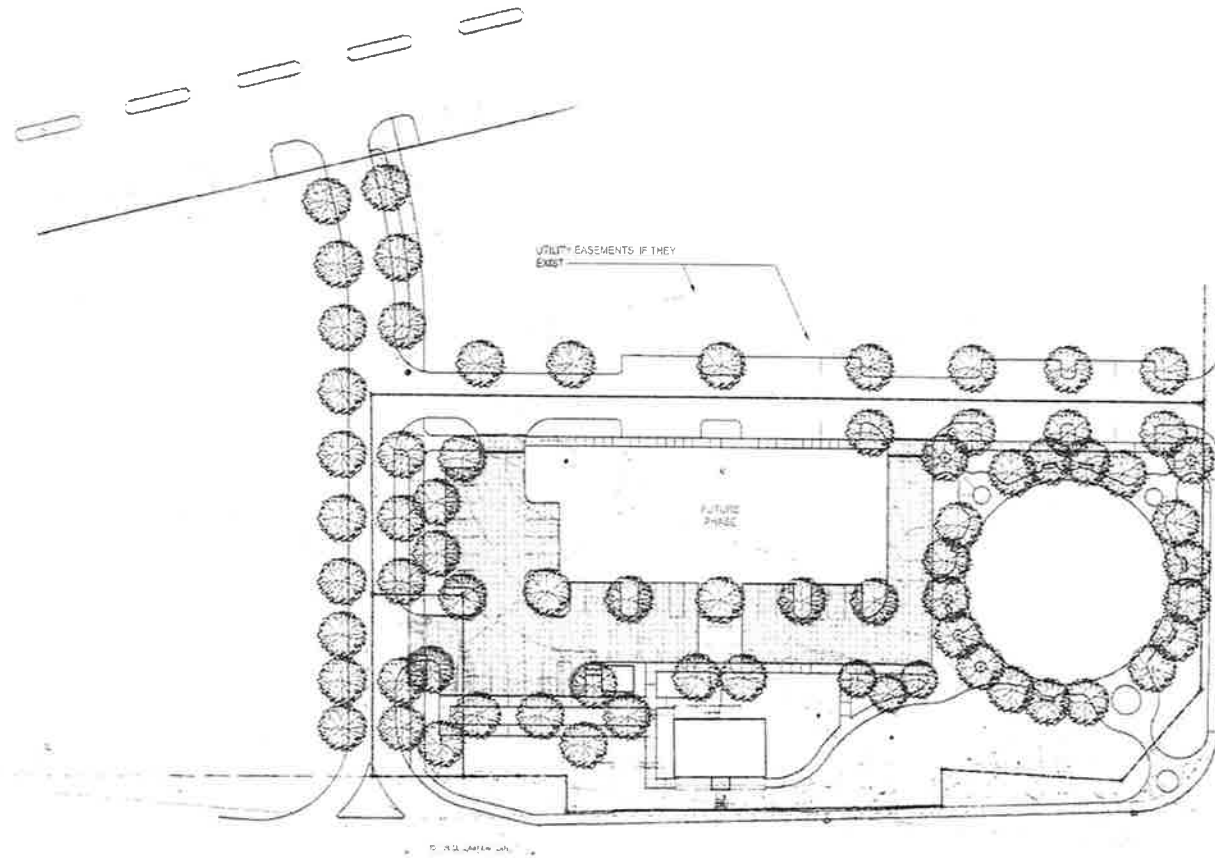
<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



CAMPBELL
STATION
INN

AVERY
RUSSELL
HOUSE

ROSS/FOWLER
ARCHITECTS



PHASE III
CONCEPT PLAN
31 AUGUST 2017



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of January in the year Two Thousand Fifteen
(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 Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Telephone Number: 865-966-7057

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

Brewer Ingram Fuller Architects Inc.
Cherokee Mills
111 N Concord Street
Knoxville, TN 37919
Telephone Number: 865-525-2707
Fax Number: 865-637-1532

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

Campbell Station Inn/Park and Roads

Phase 3 – Park and Roads
11401 Kingston Pike
Farragut, TN 37934

The project is an interim site development phase. No work on the Avery Russell House/Campbell Station Inn is anticipated in this phase.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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User Notes:

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

Refer to Exhibit A, Phase 3 Concept Plan dated 8-31-17; and Exhibit B, Schematic Floor Plan for Restroom Building; for general scope of work, to include a public park, perimeter roads, hardscape, grading, plantings, irrigation, lighting, utility work, and a restroom building. Future buildings in the undeveloped area will not be designed in this phase. Restroom building will be heated and ventilated, not air conditioned. The historic front and rear porch reconstructions at the Inn are not part of this scope, nor are tenant development plans for the Inn. New roads will be connected to existing as indicated in Exhibit A.

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

- .1 Commencement of construction date:

Late 2018 or early 2019, TBD

- .2 Substantial Completion date:

TBD

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

Refer to Exhibit C, Certificates of Insurance

.2 Automobile Liability

Refer to Exhibit C, Certificates of Insurance

.3 Workers' Compensation

Refer to Exhibit C, Certificates of Insurance

.4 Professional Liability

Refer to Exhibit C, Certificates of Insurance

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner 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 site plans, 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 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;

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- .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 amend this Agreement.

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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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.

§ 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

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appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	12.5.3
§ 4.1.8 Landscape design	Architect	12.5.2
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 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 Conformed 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)	Not Provided	

§ 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 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. 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;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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

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Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 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

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of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the 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.)

☒ [X] 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 and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due 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, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

Basic Compensation shall be a stipulated sum of \$161,000.00, except as adjusted due to significant changes in initial scope of the Work.

§ 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.)

Additional Services shall be performed based on hourly rate schedules, adjusted annually. Refer to Exhibit D, Schedule of Hourly Rates, for current rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

Additional Services shall be performed based on hourly rate schedules, adjusted annually. Refer to Exhibit D, Schedule of Hourly Rates, for current rates.

§ 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 Ten percent (10 %), or as otherwise stated below:

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

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

Total Basic Compensation	one hundred	percent (	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.)

Exhibit D, Schedule of Hourly Rates.

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.

§ 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:

NA

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 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.

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

1 % monthly, on unpaid balance

§ 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:

§ 12.1 PRINCIPALS For the purposes of this Agreement, Architect's principals are Dan Brewer, Lee Ingram and Anthony Fuller.

§ 12.2 OWNER'S DESIGNATED REPRESENTATIVE The Owner authorizes Darryl Smith to serve in the capacity of Designated Representative as described in Article 5 of this Agreement. The Owner authorizes Sue Stuhl to serve in the capacity of Alternate Designated Representative in the event the Designated Representative is not readily available.

§ 12.3 DESIGN TEAM MEMBERS The design team shall include the Architect and the following Basic Consultants to the Architect. Services by any other consultants beyond those included in this design team shall be considered Additional Services.

Landscape Architect: Ross/Fowler, P.C.

Civil Engineering Consultant: McGill Associates, P.A.

Structural Engineering Consultant: Bender & Associates

Mechanical and Plumbing Engineering Consultant: Albert F. G. Bedinger Consulting Engineers, P.C.

Electrical Engineering Consultant: Vrceland Engineers, Inc.

Estimating Consultant: Mark Halcomb

§ 12.4 OWNER'S INITIAL PROJECT GOALS AND BUDGET Refer to Section 1.1, Preliminary Initial Scope, which shall be the basis for the development of the current project. Proposed services shall be provided for the current project only. The initial construction budget is \$1,700,000, and is not a fixed limit of Construction Cost.

§ 12.5 LIMIT OF DESIGN TEAM SCOPE AND SERVICES

§ 12.5.1 Architect's scope and services. Architect's Basic Services shall be provided only for the limited scope described in 1.1, and shall include general administration on behalf of the design team and architectural design of the Restroom Building.

§ 12.5.2 Landscape Architect's scope and services. Landscape architectural services associated with the park and roads hardscape, planting and irrigation for the proposed new Campbell Station Inn/Avery Russell House Phase III- Park and Roads Improvements. Proceeding from the concept plan prepared by Ross/Fowler and a digital building footprint of the Inn as well as the new restroom building provided by BIF, prepare the park and roads hardscape, planting and irrigation improvements for the project. Hardscape, planting and irrigation design services will commence with Schematic Design and proceed through the Design Development, Construction Documents, Bidding and Construction Administration phases.

A. Schematic Design Phase

1. Proceeding from the revised Concept Plan and an updated digital topographic survey of the project site provided by the Owner: prepare drawings of all master planned site Improvements at the Schematic Design level illustrating functionality of the site development with the buildings and compatibility with adjacent land uses.
2. Illustrate and describe implementation of sustainable best practices.
3. Support the development of an Estimate of Probable Construction Cost by others for those elements designed

Init.

by Ross/Fowler.

4. Team Meetings Participation.
5. Owner Reviews participation.

B. Design Development Phase

1. Demolition Plan - Removal of surface hardscape features. (Underground utilities by Civil; overhead utilities by Electrical).
2. Site Plan - Layout. Fine Grading, Surface Drainage Concept coordination/interface with Civil. (Roadway Design, Rough Grading, Detention, Infiltration, Underground utilities and drainage by Civil; underground electrical by Electrical).
3. Site Plan Enlargements of selected key elements.
4. Planting Plans.
5. Irrigation Schematics (Water Supply by Civil).
6. Key Site Sections.
7. Key Site Details - Hardscape/pavements/features: walks/steps/ramps/curbs; retaining walls and site walls (Utility and Drainage by Civil. Structural by structural consultant); site furnishings.
8. Site Design interface with BIF and Engineering Consultants.
9. Illustrate and describe implementation of sustainable best practices.
10. Site Lighting Concept in coordination with Electrical Consultant.
11. Technical interface with Project Team.
12. Site materials research/specifications/systems narrative for elements designed by Ross/Fowler.
13. Support update of an Estimate of Probable Construction Cost by others.
14. Team Meetings Participation.
15. Owner Reviews participation.

C. Construction Documents Phase

1. Demolition Plan - Removal of surface hardscape features. (Underground utilities by Civil; overhead utilities by Electrical).
2. Site Plans - Spot Elevations; Fine Grading; and Surface Drainage coordination/interface with Civil (Underground utilities, drainage, infiltration, detention and SWPPP by Civil).
3. Site Plan Enlargements of selected key elements
4. Site Details - Hardscape pavements, features, walks, steps, ramps, curbs, retaining and site walls (Street and Underground Utilities by Civil, wall structural by Structural Engineer, if necessary); site furnishings.
5. Planting Plans/Details.
6. Irrigation Plans/Details (Water Supply by Civil).
7. Site Design interface with BIF and Engineering Consultants.
8. Illustrate and describe implementation of sustainable best practices.
9. Site Lighting final design commentary.
10. Support permit activities by authorities having jurisdiction.
11. Technical interface with Project Team.
12. Project Manual development for elements designed by Ross/Fowler.
13. Support Update of an Estimate of Probable Construction Cost by others.
14. Team Meetings Participation.
15. Owner Reviews participation.

D. Bidding/Negotiation Phase

1. Interpretation of Ross/Fowler drawings/specifications to bidders.
2. Preparation of Addenda within area of responsibility.
3. Analysis of Alternates/Substitutions as requested.
4. Team Meetings Participation.

E. Construction Administration Phase

1. Participation in Preconstruction Meeting.
2. Office construction administration for the areas. Systems and features designed by L.A.
3. Periodic construction progress meeting/field observation visits.
4. Support implementation of sustainable best practices.
5. Participation in initial, semi-final and final inspections with written punch lists.

Init.

6. Participation in project close-out.

§ 12.5.3 Civil engineer's scope and services. Consultant shall provide Civil Engineering Services for the project as described below. Consultant shall coordinate with Brewer Ingram Fuller (BIF) and other members of the design team and with adjacent property owners and with other design teams engaged on adjacent projects as required. Consultant shall consult and coordinate with all authorities having jurisdiction as required. Surveying services are not included in this scope of work. Consultant shall share work in AUTOCAD digital format whether or not work is produced in AUTOCAD.

Schematic Design Phase services to include up to two (2) meetings. Design Development Phase services to include up to two (2) meetings. Construction Document Phase services to include up to two (2) meetings. Bid and Award Phase services to include one (1) meeting. Construction Administration Phase services to include administration assistance at four (4) hours per week for eight (8) weeks and up to six (6) site observation visits.

1. Consultant will provide professional engineering services through the schematic design, design development, construction documents, bidding and construction administration phases for their discipline including but not limited to the scope outlined below. Scope includes design of roadways, site utilities, underground storm drainage and storm water detention to meet applicable code, sediment and erosion control measures including SWPPP application based on digital templates provided by Ross/Fowler. Perform technical interface with project team as required. Participate in meetings as required.

2. SCHEMATIC DESIGN PHASE

- A. Roadway Plans and Profiles
- B. Site Utilities Concept Plans
- C. Storm Drainage Concept Plans
- D. Technical interface with Project Team
- E. Support cost estimate development prepared by others
- F. Support project schedule development prepared by others
- G. Meetings participation
- H. TDEC/TDOT/Agency Contact

3. DESIGN DEVELOPMENT PHASE

- A. Roadway Plans and Profiles
- B. Site Utilities Plans
- C. Storm Drainage Plans
- D. Storm Water Calculations
- E. Sediment and Erosion Control Plans
- F. Technical interface with Project Team
- G. Prepare specifications in CSI format consistent with BIF standards
- H. Support cost estimate development prepared by others
- I. Support project schedule development prepared by others
- J. Meetings participation.
- K. TDEC/TDOT/Agency Coordination/Permitting
- L. Provide 50% design development check set drawings and specifications.

4. CONSTRUCTION DOCUMENTS PHASE

- A. Utilities Demolition Plans
- B. Roadway Plans, Profiles and Details
- C. Site Utilities Plans, Profiles, Sections and Details
- D. Storm Drainage Plans, Profiles, Sections and Details
- E. Storm Water Calculations
- F. SWPPP/Sediment and Erosion Control Plans, Sections and Details
- G. Technical interface with Project Team
- H. Prepare specifications in CSI format consistent with BIF standard
- I. Support cost estimate update prepared by others
- J. Meetings participation
- K. TDEC/TDOT/Agency Coordination/Permitting

Init.

- L. Prepare NOI and SWPPP Application
- M. Provide 50% construction documents check set drawings and specifications

5. BIDDING PHASE

- A. Participate in Pre-bid Meeting as requested
- B. Interpretation of Consultant drawings/specifications to bidders
- C. Preparation of Addenda within area of responsibility
- D. Review bids as requested
- E. Analysis of Alternates/Substitutions as requested
- F. Meetings Participation

6. CONSTRUCTION ADMINISTRATION PHASE

- A. Participate in Preconstruction Meeting.
- B. Office construction administration within areas of responsibility.
- C. Periodic construction field observation visits within areas of responsibility.
- D. Support Project Schedule Monitoring.
- E. Participation in initial, semi-final and final inspections.
- F. Participation in project close-out.

§ 12.5.4 Structural engineer's scope and services. Provide structural engineering and construction documents for the restroom building including foundation plan, roof framing plan, structural details, and specifications in the form of notes on drawings. If a book spec is required, we will mark up BIF's standard structural specifications for production by BIF. Review shop drawings related to structural work, and visit the site up to (2) times during construction to review structural items. Foundation design is subject to recommendations provided by the Owner's geotechnical engineer.

§ 12.5.5 Mechanical engineer's scope and services. Mechanical engineering design services will consist of plumbing and HVAC for the Restroom Building. All work will be to a point 5 feet outside the building line. Engineer will provide mechanical engineering design services to the extent of furnishing mechanical drawings and final copy of Section 22 & 23 of the specifications. In addition, engineer will review all submittals for the mechanical portion of the Restroom Building and visit the site during its construction, if required, and provide a punch list at the completion of construction.

§ 12.5.6 Electrical engineer's scope and services. Consultant shall provide Electrical Engineering Services for the project as described below. Consultant shall coordinate with Brewer Ingram Fuller (BIF) and other members of the design team and with adjacent property owners and with other design teams engaged on adjacent projects as required. Consultant shall consult and coordinate with all authorities having jurisdiction as required. Consultant shall share work in AUTOCAD digital format whether or not work is produced in AUTOCAD.

SCOPE OF WORK

1. DESCRIPTION Consultant will provide professional engineering services through the schematic design, design development, construction documents, bidding and construction administration phases for their discipline including but not limited to the scope outlined below. Proceeding from digital templates provided by Ross/Fowler, prepare design of underground electrical system in roadways in coordination with Lenoir City Utilities Board, underground site electrical power services, site lighting and special events power. Perform technical interface with project team as required. Participate in meetings as required.

2. SCHEMATIC DESIGN PHASE

- A. Roadway Underground Electric Plans
- B. Site Electrical Concept Plans
- C. Site Lighting Concept Plans
- D. Technical interface with Project Team
- E. Support cost estimate development by others
- F. Support project schedule development prepared by others
- G. Meetings participation
- H. Agency Coordination

Init.

3. DESIGN DEVELOPMENT PHASE
 - A. Roadway Underground Electric Plans and Profiles
 - B. Site Electrical Plans
 - C. Site Lighting Plans
 - D. Special Events Power Plans
 - E. Technical interface with Project Team
 - F. Prepare specifications in CSI format consistent with BIF standards
 - G. Support cost estimate development by others
 - H. Support project schedule development prepared by others
 - I. Meetings participation
 - J. Agency Coordination
 - K. Provide 50% design development check set drawings and specifications
 - L. Provide 100% design development drawings and specifications
4. CONSTRUCTION DOCUMENTS PHASE
 - A. Electrical Utilities Demolition Plans
 - B. Roadway Electrical Plans, Profiles and Details
 - C. Site Electrical Plans, Sections and Details
 - D. Site Lighting Plans, Fixture Schedule, Legend, One-line Diagrams and Details
 - E. Technical interface with Project Team
 - F. Prepare specifications in CSI format consistent with BIF standards
 - G. Support cost estimate update prepared by others
 - H. Meetings participation
 - I. Agency Coordination/Permitting
 - J. Provide 50% construction documents check set drawings and specifications
 - K. Provide 100% construction documents drawings and specifications
5. BIDDING PHASE
 - A. Interpretation of Consultant drawings/specification to bidders
 - B. Preparation of Addenda within area of responsibility
 - C. Review bids as requested
 - D. Analysis of Alternates/Substitutions as requested
 - E. Meetings Participation
6. CONSTRUCTION ADMINISTRATION PHASE
 - A. Participate in Preconstruction Meeting
 - B. Office construction administration within areas of responsibility
 - C. Periodic construction field observation visits within areas of responsibility
 - D. Support Project Schedule Monitoring
 - E. Participation in initial, semi-final and final inspections
 - F. Participation in project close-out

§ 12.5.7 Estimating consultant's scope and services. Estimating up to 60 hours, site visits up to 4 hours, meetings up to 6 hours, value engineering, constructability and cost saving consulting up to 8 hours.

§12.6 Owner Information: The design team shall be entitled to rely on the accuracy and completeness of all information provided by the Owner. Owner shall provide:

1. Programming - Documenting project requirements: General project description, design objectives and criteria, prioritization of project goals, needs analysis, verification of technical and performance requirements.
2. Budget analysis.
3. Utility and survey data.
4. Hazardous materials investigation report. It is agreed that the provisions of Paragraph 10.6 of this Agreement shall apply to asbestos, lead paint, radon and biological growth in addition to other hazardous materials.
5. Services related to zoning studies, zoning changes, use-on-review approvals, and zoning variances.
6. Other special studies if required by Authorities Having Jurisdiction.

§ 12.7 OTHER CONDITIONS This Agreement is based on the following other conditions.

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§ 12.7.1 Design services shall be performed only to the extent such work is required to meet the Owner's specific project goals listed in Section 1.1.

§ 12.7.2 NOT INCLUDED IN THIS AGREEMENT AS A BASIC SERVICE

- .1 Services related to historic overlay zoning or Historic Preservation Certification Application.
- .2 Coordination of special project requirements (if any) by public funding sources.
- .3 Other special studies if required by Authorities Having Jurisdiction.
- .4 Other services noted as Additional Services.

§ 12.7.3 PRESERVATION STANDARDS

- .1 This project is intended to be executed in conformance with the recommendations in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, latest edition. No other preservation standards shall apply to this project. It is not the intent of the Owner to submit the project for review by the State Historic Preservation Officer (SHPO) or to make a Historic Preservation Certification Application to the National Park Service (NPS). Local historic zoning review may be required.
- .2 Architect cannot and does not guaranty approval of proposed or completed work by the local historic zoning board, SHPO, or NPS. Services required to revise design drawings and resubmit due to such lack of approval shall be considered Additional Services. Other than the immediately foregoing limitations, the Architect agrees to provide professional services in accordance with the standard of care and to comply with applicable federal, state, and local laws, ordinances and regulations affecting the provision of the services hereunder and to comply with instructions and orders issued by the Town regarding the work.

§ 12.7.4 Basic Services shall include preparation of a single Construction Document package.

§ 12.7.5 Services are to be performed for the current project only. No future work shall be planned as part of the proposed services, and no future work shall be considered in determining design solutions for the current project. If planning for future work is added to the scope of design services such planning (and revisions to designs required due to such planned future work) shall be considered Additional Services.

§ 12.7.6 Basic Services include up to four (4) meetings by Architect with Owner. Basic Services include sixteen (16) hours of site visits and meetings during construction by Architect.

§ 12.7.7 CONFLICT OF INTEREST

The Architect declares that neither the Mayor, nor any Aldermen, nor any other Town official or employee holds a direct or indirect interest in this Agreement. The Architect agrees that it will notify the Town in writing should any Town official become either directly or indirectly interested in the Agreement. The Architect declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Town, or to pay anyone else for the benefit of any official or employee of the Town any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The Architect further agrees that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Town or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

§ 12.7.8 CLAIMS, LIABILITY AND INDEMNITY

The Architect shall be liable for any damages to persons or property resulting from the negligent acts, errors, or omissions of the Architect, its subconsultants, and/or employees in connection with the prosecution and completion of professional services covered by this Agreement. The Architect agrees that it will indemnify and hold the Town and its employees harmless from claims, losses, damages and for any expenses and costs including attorney's fees and court costs which are incurred by the Town to the extent caused by the negligent acts, errors and omissions of the Architect, its subconsultants and/or employees in the performance of professional services related to this Agreement. The indemnities set forth herein shall survive the expiration or termination of the Agreement.

§ 12.7.9 EQUAL EMPLOYMENT OPPORTUNITY

§ 12.7.9.1 Non-discrimination. In carrying out the Agreement Items under this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but

Init.

not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

§ 12.7.9.2 Posting and Advertising. The Architect agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause. The Architect shall, in all solicitations or advertisements for employees placed by or on behalf of, the Architect, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Architect shall incorporate the foregoing requirements in all subcontracts, if any, for services or products covered by this Agreement.

§ 12.7.10 GOVERNING LAW

This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the Architect hereby consents to the jurisdiction of such courts.

§ 12.8 Owner shall arrange for design team to have access to the portions of the Project site that are under the control or ownership of Others, and shall provide all liaison services, including legal services, for coordination of Work on property under the control or ownership of Others.

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.)

Exhibits A and B, Exhibit C, Certificates of Insurance, and Exhibit D, Schedule of Hourly Rates.

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

OWNER

(Signature)

Ralph McGill, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Lee J. Ingram AIA, LEED AP BD+C, Secretary

(Printed name and title)

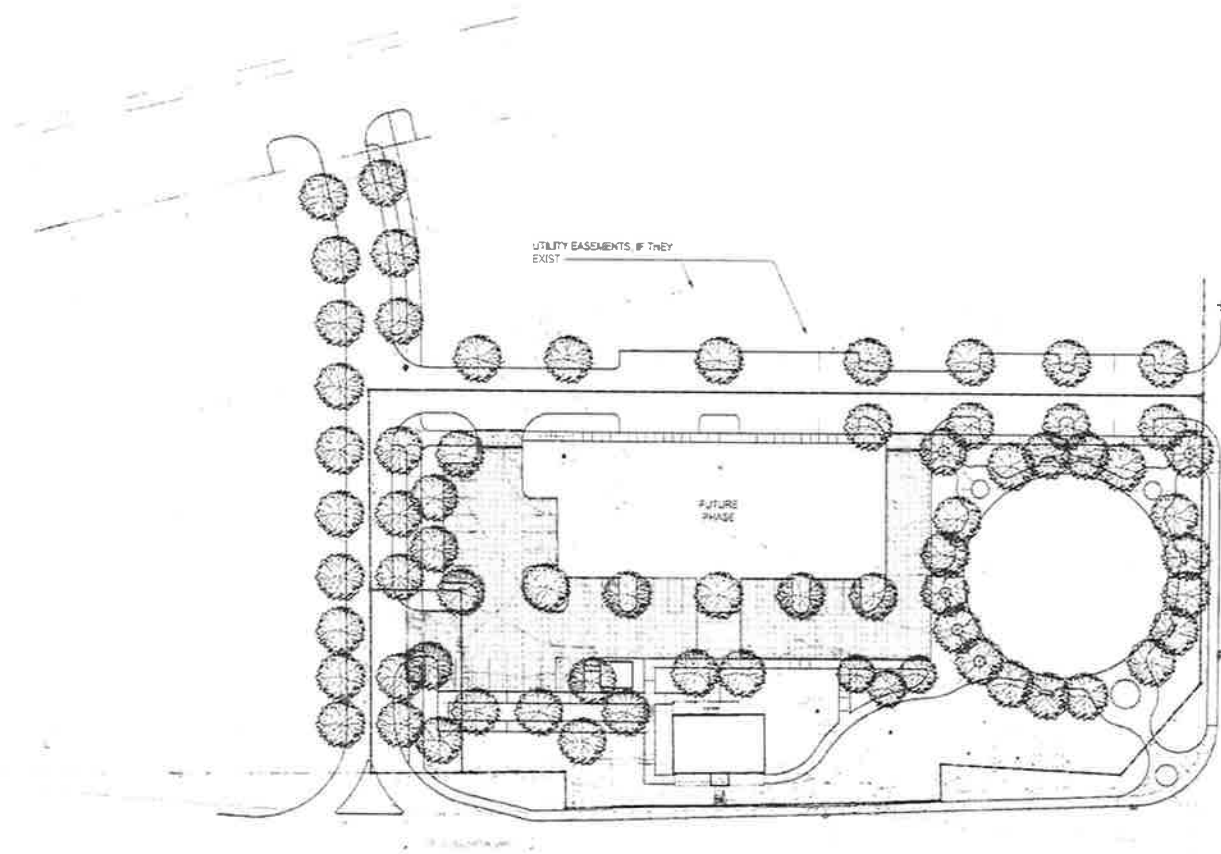
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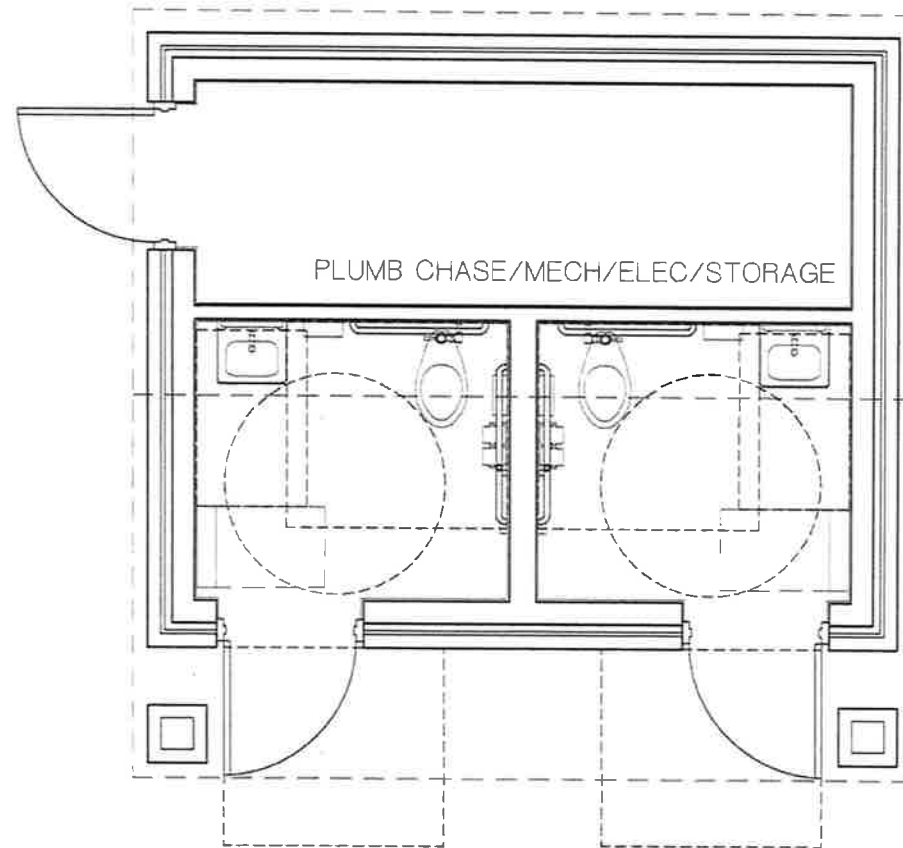
CAMPBELL
STATION
INN

AVERY
RUSSELL
HOUSE

ROSS/POWLER
ARCHITECTS, P.C.



PHASE III
CONCEPT PLAN
31 AUGUST 2017



Schematic Floor Plan for Restroom Building



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2017

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

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

PRODUCER Crow Friedman Group
A Risk Strategies Company
104 Woodmont Blvd.
Nashville, TN 37205

Exhibit C

CONTACT
NAME: Dena Long
PHONE (A/C, No, Ext): 615-383-0072 FAX (A/C, No): 615-297-4020
E-MAIL: dlong@crowfriedman.com
ADDRESS:

www.risk-strategies.com

INSURED
Brewer Ingram Fuller Architects, Inc.
Cherokee Mills
111 N. Concord Street
Knoxville TN 37919

INSURER(S) AFFORDING COVERAGE
INSURER A: XL Specialty Insurance Company **NAIC #** 37885
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 36096968**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		DPS9806270	7/5/2016	7/5/2017	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

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

Project: Campbell Station Inn / Park and Roads

CERTIFICATE HOLDER

Town of Farragut
11408 Municipal Center Drive
Farragut TN 37934

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2017

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

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

PRODUCER

Mowery Insurance
9050 Executive Park Dr.
Suite C100
Knoxville TN 37923
INSURED
Brewer, Ingram, Fuller
111 N. Concord St.
Knoxville TN 37919

Exhibit C**CONTACT NAME:** Katie Morton**PHONE (A/C, No, Ext):** (865) 584-1115**FAX (A/C, No):** (865) 584-2345**E-MAIL ADDRESS:** kmorton@moweryinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Westfield Companies**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** CL1662812989**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			BOP3302111	7/23/2016	7/23/2017	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						Hired/borrowed \$ 2,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY			BOP3302111	7/23/2016	7/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS						
	☒ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

Campbell Station Inn/Park and Roads

CERTIFICATE HOLDER

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Bowles/ELIHAR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2017

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

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

PRODUCER ARNING INSURANCE AGENCY 618 S Gay St Knoxville, TN 37902		Exhibit C	CONTACT NAME:	
			PHONE (A/C, No, Ext): (865) 637-1403	FAX (A/C, No): (865) 637-1455
			E-MAIL ADDRESS: arninginsurance@att.net	
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: STAR INSURANCE COMPANY	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0482702	7/19/2016	7/19/2017	WC STATUTORY LIMITS OTH-LR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Campbell Station Inn/Park and Roads

CERTIFICATE HOLDER Town of Farragut 11408 Municipal Center Drive Farragut, TN 37934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT "D" TO OWNER-ARCHITECT AGREEMENT FOR CAMPBELL STATION INN
PARK AND ROADS PROJECT**

SCHEDULE OF HOURLY RATES

HOURLY RATES FOR BREWER INGRAM FULLER ARCHITECTS INC. AS OF JANUARY 1, 2017

Principal Time	\$138.00 per hour
Architect Time - Staff Registered Architects.....	\$100.00 per hour
Designer 2 Time - Interns with 10 years or more experience.....	\$89.00 per hour
Designer 1 Time - Interns with 3 to 10 years experience	\$82.00 per hour
Intern Time - Interns with less than 3 years experience	\$74.00 per hour
Clerical Personnel Time	\$49.00 per hour

HOURLY RATES FOR CONSULTANTS AS OF JANUARY 1, 2017

Rates below are as billed to Architect.

BENDER & ASSOCIATES

Principal.....	\$130.00 per hour
Senior Engineer	\$110.00 per hour
Project Coordinator.....	\$100.00 per hour
Project Engineer	\$80.00 per hour
Senior Draftsman	\$50.00 per hour
Draftsperson	\$35.00 per hour
Clerical	\$30.00 per hour

BEDINGER CONSULTING ENGINEERS

Engineer.....	\$130.00 per hour
Designer.....	\$90.00 per hour
CAD Operator	\$80.00 per hour
Clerical	\$55.00 per hour

VREELAND ENGINEERS, INC.

Principal – Chuck Luttrell/Harold Damron	\$150.00 per hour
Engineer.....	\$125.00 per hour
Designer.....	\$90.00 per hour
Field Inspector	\$75.00 per hour
CAD Operator	\$75.00 per hour

MCGILL ASSOCIATES PC

(Attached)

ROSS/FOWLER

Principal.....	\$175.00 per hour
Associate/Project Manager III	\$165.00 per hour
Associate/Project Manager II	\$150.00 per hour
Project Manager I	\$120.00 per hour
Landscape Architect IV	\$100.00 per hour
Landscape Architect III	\$80.00 per hour
Landscape Architect II	\$65.00 per hour
Landscape Architect I	\$50.00 per hour
Technical III	\$70.00 per hour
Technical II.....	\$60.00 per hour
Technical I	\$45.00 per hour
Administrative III	\$65.00 per hour
Administrative II.....	\$50.00 per hour
Administrative I	\$45.00 per hour

Above rates are subject to adjustment annually on January 1.



BASIC FEE SCHEDULE

September 2017

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$190.00
Program Services Manager I	\$150.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Senior Project Manager III	\$175.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
Mechanical Engineer I	\$105.00
Mechanical Engineer II	\$115.00
Mechanical Engineer III	\$125.00
Mechanical Engineering Associate I	\$ 85.00
Mechanical Engineering Associate II	\$ 90.00
Mechanical Engineering Technician I	\$ 80.00
Mechanical Engineering Technician II	\$ 90.00

Mechanical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$135.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00
Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Construction Project Coordinator	\$ 75.00
Planner I	\$ 95.00
Planner II	\$110.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 70.00
Survey Technician II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 75.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.