



THE INDIANAPOLIS PUBLIC LIBRARY

**REQUEST FOR QUALIFICATIONS
FOR
PLANNING, PROGRAMING, AND DESIGN SERVICES FOR**

the
LEARNING CURVE
at central library

RENOVATION PROJECT

Issue Date: March 25, 2022

Project Site: 40 East St. Clair
Indianapolis, IN 46206

Contact: Mike Coghlan
Purchasing RFP@indypl.org

Web Site: www.indypl.org

I. INTRODUCTION

The Indianapolis Public Library ("IndyPL") is issuing this Request for Qualifications ("RFQ") to solicit Statement of Qualifications ("SOQ") from qualified Vendors for planning, programming, and design services ("Services") for the Learning Curve at Central Library Renovation Project ("Project"), the next project in the implementation of the 2021-2023 Strategic Plan. The Services include library, technology, education, exhibit, fixtures, furniture, and equipment planning, selection, bidding, and construction observation.

A complete description of the Strategic Plan can be found on the IndyPL website at <https://www.indypl.org/about-the-library/strategy>.

IndyPL intends to review the SOQs submitted by Vendors with the intent of entering into an Agreement ("Agreement") with a Vendor for the Project described in the RFQ. The Services required and the scope of the Project are described in the RFQ.

IndyPL is seeking a Vendor whose assembled team has a combination of experience, personnel, and processes which will provide timely, cost-effective, and exemplary professional Services to IndyPL for the Project. It is the intent of IndyPL to work with the selected Vendor for the Project to reach an agreed upon fixed-sum fee for the Project. Adjustments to the stipulated sum shall be computed in accordance with the agreed upon rate schedule if changes in the Services are authorized.

For purposes of this RFQ, the term "Vendor" shall refer to those submitting a SOQ, and the term "Contractor" shall refer to the selected Vendor.

IndyPL is fully committed to supporting and encouraging economic growth and business opportunities in Indianapolis and Marion County by strengthening IndyPL's relationships with minority, women, veteran, and disability-owned business enterprises by providing an equal opportunity for participation in all IndyPL business.

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these Minority/Women/Veteran/Disability - Owned Business Enterprise Utilization Goals:

- Minority-owned Business Enterprises (MBE) is fifteen percent (15%).
- Women-owned Business Enterprises (WBE) is eight percent (8%).
- Veteran-owned Business Enterprises (VBE) is three percent (3%).
- Disability-owned Business Enterprises (DOBE) is one percent (1%).

Attainment of these four (4) individual utilization goals will be based on the cumulative amount of work under the Contract. IndyPL understands there may be instances when the utilization goals cannot be achieved by the Vendor in the preparation of their SOQ. In these instances the Vendor is required to provide evidence of sufficient outreach and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet these four (4) individual utilization goals.

To assist in evaluating the SOQs, Vendor shall complete Attachment E – MBE/WBE/VBE/DOBE Participation Goals Plan for Construction Goods/Supplies/Services which requires listing of all subcontractors/suppliers proposed to be used on the Project.

At the request of IndyPL and if a Vendor does not meet the stated minimum utilization goals, the Vendor shall complete Attachment F – Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the Vendor's outreach and good faith efforts.

Response Due Date - The responses are due at the date and time identified in Section V. SOQs will be received at the Library Services Center, 2450 North Meridian Street, Indianapolis, Indiana 46208.

II. ATTACHMENTS

Attachment A – Vendor Qualifications Sheet.

Attachment B – E-Verify Affidavit.

Attachment C – Scope of Project and Required Services.

Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary.

Attachment E – MBE/WBE/VBE/DOBE Participation Goals Plan for Construction Goods/Supplies/Services.

Attachment F - SAMPLE Application for MBE/WBE/VBE/DOBE Program Waiver.

Attachment G - Draft Agreement AIA B101-2017 Standard Form of Agreement between Owner and Architect, as modified by counsel for the Owner for use on this Project

III. QUESTIONS AND CLARIFICATIONS

A. Questions - Any questions regarding this RFQ must be submitted in writing no later than the date established in Section V via e-mail to the Point of Contact identified on the first page.

B. Oral Instructions - IndyPL shall not be responsible for any oral instructions given by any employee of IndyPL or their consultants concerning the instructions, scope of Services requested, or documents as described in this RFQ. Any change will be in the form of an addendum, which will be furnished to all Vendors who are known to have received the RFQ and will be posted on IndyPL's website.

C. Responses to Vendor Questions - A complete listing of all Vendor questions relating to this RFQ along with IndyPL responses will be provided to each Vendor via written addendum.

D. Pre-SOQ Conference – A Conference for interested Vendors will be held on the date, time, and at the location designated in Section V. Schedule of Activities. Notification of planned attendance is requested.

IV. SCOPE OF SERVICES

The Vendor shall be responsible for all services described in the RFQ, including planning, programming, architectural, mechanical, electrical, plumbing, interior finishes, signage, fixtures/ furniture/equipment selection, technology, and community engagement services.

IndyPL will provide all available existing documents relating to the Project. Services include developing the Building Information Model to the Level of Development 300 as defined in AIA E202 – 2008.

Attachment C provides a description, including history, size, budget, and expectations for the Project.

V. SCHEDULE OF ACTIVITIES

The following table outlines the schedule for the RFQ. As a matter of course, IndyPL reserves the right to modify the schedule as necessary.

Activity	Date and Time
Issue the RFQ	March 25, 2022
Virtual Pre-SOQ Conference Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting	April 7, 2022, 2:00 PM, EDT
Cutoff Date for E-mailed Questions from Vendors	April 12, 2022, 4:00 PM, EDT
IndyPL Distributes via E-mail Responses to Vendor Questions	April 14, 2022, 4:00 PM, EDT
SOQ Submission Deadline	April 19, 2022, 4:00 PM, EDT Library Services Center Reception Desk 2450 North Meridian Street Indianapolis, IN 46208
IndyPL Evaluation Committee Meets to Review the Received SOQs	April 25, 2022
IndyPL Evaluation Committee Requests via E-mail Additional Information from and/or Schedules Discussions with Selected Vendors Reasonably Susceptible of Being Awarded the Contract – If Needed	April 26, 2022
IndyPL Evaluation Committee Receives via E-mail Requested Additional Information from Selected Vendors Reasonably Susceptible of Being Awarded a Contract – If Needed	April 28, 2022, 4:00 PM, EDT
Date Assigned for Individual 1-hour Discussions with Selected Vendors Reasonably Susceptible of Being Awarded a Contract – If Needed	May 2, 2022, in the Afternoon Central Library Goodrich-Houk Meeting Room 40 East St. Clair Indianapolis, IN 46204
IndyPL Evaluation Committee Makes a Vendor Selection Recommendation to IndyPL Board Facilities Committee at their Monthly Public Committee Meeting.	May 10, 2022, Noon EDT Location and time to be confirmed.

IndyPL Board Facilities Committee Makes a Vendor Selection Recommendation to IndyPL Board at their Regular Monthly Public Meeting	May 23, 2022, 6:30 PM EDT Library Services Center, Room 226 2450 North Meridian Street Indianapolis, IN 46208
Issue Notification of Intent to Award Contract	May 24, 2022
Execute Agreement - Target	June 10, 2022
Complete Planning/Programming Phase - Target	July 29, 2022
Complete Schematic Design Phase - Target	August 31, 2022
Complete Design Development Phase - Target	September 30, 2022
Complete Bidding Documents Phase - Target	December 1, 2022
Receive Bids - Target	January 18, 2023
Begin Construction - Target	First Quarter 2023
Receive Bids for FFE - Target	Second Quarter 2023
Complete Construction - Target	Fourth Quarter 2023

VI. QUALIFICATIONS, SOQ FORMAT, EVALUATION CRITERIA AND PROCESS

A. Vendor Qualifications –The Vendor shall provide evidence of the following:

- (1) Proven capabilities in the design of public library or similar facilities.
- (2) Demonstrated track record in overall client satisfaction.
- (3) Demonstrated track record in completing projects on time and on budget.
- (4) Appropriate resources to satisfy the requirements of the Project.
- (5) Licensed as an architect or engineer by the State of Indiana.
- (6) Registered with the Indiana Secretary of State to do business in Indiana.

SOQs will be evaluated based on the Vendors' responses to the RFQ. Evaluations will focus on the relative strengths, weaknesses, deficiencies, and risks associated with the SOQ. IndyPL reserves the right to select a responsive and responsible Vendor that is most advantageous to IndyPL. All Vendors who submit SOQs will be notified of the selection results. Contract award to the selected firm is subject to the approval and action by the IndyPL Board of Trustees.

B. Point of Contact – All communications between the Vendor and IndyPL shall be conducted through the identified IndyPL single Point of Contact. IndyPL may, by written notice to Vendor, terminate consideration of a Vendor's SOQ immediately if it is found the Vendor or a representative of the Vendor had direct communications with any director, officer, or employee of IndyPL with a view toward securing the contract award, amending the RFQ, or making any determinations with respect to the Vendor's SOQ.

C. Required Copies of the SOQs - One (1) print bound original, six (6) print bound copies, and one (1) electronic PDF copy on a thumb drive of the SOQ shall be sealed in

a package showing the Vendor name and the Project for which the SOQ is being submitted.

D. Deadline - SOQs must be received no later than Submission Deadline designated in Section V. Schedule of Activities. No late submissions will be accepted.

E. Opening – SOQs will not be opened publicly.

F. Additional Information - IndyPL reserves the right to obtain clarification or additional information from any Vendor regarding its SOQ. Discussions with Vendors are anticipated but not required and will be scheduled by the Evaluation Committee with Vendors reasonably susceptible of being awarded a contract.

G. Confidential Information and Public Records - Vendors are advised materials contained in the SOQs are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.* ("IPRA"), to which IndyPL must abide. After the contract award, the entire SOQ less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception to the IPRA must:

- (1) Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor Name, IndyPL Point of Contact Name, and the SOQ Title.
- (2) Provide a transmittal letter listing the included confidential material items.
- (3) Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.
- (4) Provide a redacted version of the SOQ section to properly identify (and black-out) those sections of the SOQ for which Vendor claims an exception from disclosure under the IPRA.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Vendor or reject the SOQ. If agreement can be reached on the nature of the requested confidential materials, the SOQ will be considered. If agreement cannot be reached, IndyPL will remove the SOQ from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the SOQ and other supporting documentation will not be returned to Vendor and remain part of the RFQ file. IndyPL and the IPRA does not consider prices, fees, or wage rates to be confidential information as the information will be included in any agreement resulting from the RFQ. Neither party shall be liable for disclosures required by law.

H. Required Statement of Qualifications Format – The SOQ package should consist of information responsive to the RFQ inquiries in Section VI.H. and Attachment B. Information contained in the SOQs shall not exceed forty (40) double-sided pages. Covers and tab sheets are not included in the page count total. To facilitate comparison and review of the SOQs each Vendor shall use section numbers and titles consistent with the format outlined below:

- (1) Introduction and Cover Letter – This section shall include the following:
- A. Vendor name, address, telephone, and e-mail address.
 - B. Contact person for the Vendor's response.
 - C. Signature of contact person. This signature shall serve as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, and the SOQ shall remain valid for at least ninety (90) days unless otherwise extended by the Vendor and IndyPL.
 - D. Any exceptions to the terms and conditions included in the draft Agreement included at Attachment G.
- (2) Vendor Qualifications Sheet included as Attachment A.
- (3) E-Verify Affidavit included as Attachment B.
- (4) Company Profile – This section shall include information describing the company that would enter into an agreement with IndyPL, including origin, background, size, type of business organization, company headquarters, and name and title of the person authorized to enter into an agreement. This section should also include a description of any partners or consultants which would be working with the Vendor on the Project, and if any partners, consultants, or members of Vendors team has been certified as a Minority, Women, Veteran, or Disabled Owned Business.

Discuss the methods, approach, and controls to be used on the Project to complete it in an effective, timely, economical, and professional manner. Team member information and a description of Project methods, approach and controls should include the following:

- A. Provide a list of the key team members, including any consultants to be assigned specifically to the Project:
 - Identify the Principal in Charge who will be assigned to the Project;
 - Identify the Project Manager who will be empowered to make decisions for and act on behalf of the Vendor firm;
 - Identify the Project Architect who will be assigned to the Project;
 - Identify any other specialists who will be assigned to the Project.
- B. Provide detailed background information for each key member of the team identified above including:
 - Job classification/title;
 - Roles and Responsibilities for the Project;
 - Professional registrations and certifications listing applicable state(s);
 - Years of service with Vendor firm or as a team member;
 - Role in past projects of similar nature; and
 - Present and anticipated workload for the proposed schedule of the Project and forecasted ability to handle additional projects.

C. Describe the procedures, processes, equipment, and capabilities in providing Services for this type of Project:

- Community engagement;
- Project planning;
- Project management;
- Meeting schedules and budgets;
- Quality control;
- Capabilities for Building Information Modeling;
- Backup and support personnel, specialty experts, and other available resources and their locations;
- Other Vendor services that can be made available for the Project;
- Access to specialized services and equipment.

D. If the submittal is from a team, note if the team members have worked together before. Discuss successful collaborations, the responsibility of each team member, and the project outcome.

- (5) Public Library or Similar Facility Design Experience and Qualifications – This section shall include a list of three (3) examples completed in the past five (5) years of past public library or similar facility design work performed by the Vendor on projects of similar nature which would typify the qualifications of the Vendor. Provide a brief description of the work performed on each project, with specific information on the Vendor's experience in current public library service trends and practices. Provide a list of all public library projects completed by the Vendor, and a list of all awards received in recognition of public library or similar facility design excellence.
- (6) Vendor References – This section shall list three (3) clients, client contact persons, and telephone numbers where past work performed by the Vendor which would typify the qualifications of the Vendor.
- (7) Conflicts of Interest, Claims and Litigation – State any conflicts of interest Vendor or any team member may have with IndyPL or the Project. Vendor shall also describe any claims relative to work the Vendor has performed under any other contract within the past three (3) years and describe any litigation to which the Vendor is or has been a party. IndyPL reserves the right to request additional information to explain any of the above disclosed situations.
- (8) Financial Documentation – This section shall include financial statements or other suitable documentation covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and credit capacity to perform the Services required by the RFQ. Provide documentation on the Vendor's ability to meet the insurance requirements established in the RFQ. The required financial documentation does not count against the maximum page count and may be treated as a confidential document under separate cover.
- (9) Range of Fees – This section shall state the basis for determining the range of fees required for the Services.

- (10) Additional Information - Vendors may include any other information within the maximum page limit that they feel may aid their SOQ. By way of example only, Vendor may wish to identify special needs or challenges it believes may be associated with performing the Services, and special skills or resources possessed by Vendor that makes it uniquely qualified to meet the challenges and/or needs of the Project.

VII. EVALUATION CRITERIA

IndyPL will evaluate the SOQs based on the criteria listed below in no order of importance. IndyPL will not award the contract based solely on the lowest cost range of fees described in the SOQ:

- (1) Attainment of the stated IndyPL Utilization Goals.
- (2) Expertise in the design of public libraries or similar facilities.
- (3) Satisfaction level of current and former customers of Vendor.
- (4) Experience in completing projects on time and on budget.
- (5) Basis for determining the range of fees.
- (6) Other criteria deemed relevant by IndyPL.

VIII. AWARD

The successful Vendor must be ready to proceed with Services immediately upon receipt of the Notification of Intent to Award Contract letter.

IX. GENERAL TERMS AND CONDITIONS GOVERNING THE RFQ

A. Vendor Rights - All materials submitted in response to this RFQ becomes the property of IndyPL upon delivery and shall be appended to any formal documentation which would further define or expand a contractual relationship between IndyPL and Vendor. Each Vendor, as an express condition for consideration of such Vendor's SOQ, agrees that the contents of every other SOQ are proprietary and may contain trade secret information in all technical areas. No SOQs or supporting documentation will be returned to Vendor.

B. Reservation of Rights – The issuance of the RFQ does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a SOQ, or to otherwise contract for any Services. IndyPL reserves the right to award an Agreement for only part of the Services specified in this RFQ, to use additional Vendors, to negotiate different terms and conditions with any Vendor after opening all the SOQs, or to cancel in part or in its entirety this RFQ, if it is in the best interest of IndyPL to do so. IndyPL will evaluate the SOQs based upon the effectiveness of the perceived performance as established in the evaluation criteria and as it relates to IndyPL's specific requirements. The lowest proposed service fee stated in a SOQ shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all SOQs received or any part thereof; or to waive any defects, irregularities, or informalities in a SOQ when it is determined by IndyPL to be in IndyPL's best interest.

C. Late SOQs Not Considered - SOQs received after the stipulated SOQ Submission Deadline will not be considered.

D. Ambiguity, Inconsistency, or Error in the RFQ - Any Vendor believing that there is any ambiguity, inconsistency, or error in the RFQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the SOQ Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency, or error.

E. Vendor Inconsistencies, Errors, or Omissions - IndyPL is not responsible for any Vendor's inconsistencies, errors, or omissions.

F. Addenda - IndyPL shall not be responsible for any oral instructions given by any employee or consultant of IndyPL regarding the RFQ instructions, technical information, existing conditions, or other documents as described in this RFQ. Any changes will be in the form of a written addendum, which will be furnished to all Vendors who have received the RFQ.

G. Modification or Withdrawal of SOQ - A SOQ may not be modified, withdrawn, or cancelled by a Vendor for sixty (60) days following the SOQ Submission Deadline, and each Vendor so agrees in submitting its SOQ. SOQs may be withdrawn, altered, and/or resubmitted at any time prior to the SOQ Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be submitted by facsimile. If by facsimile, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the SOQ Submission Deadline. Withdrawn SOQs may be resubmitted up to the SOQ Submission Deadline, if they are then fully in conformance with these general terms and conditions.

H. Rejection of Responses; Protest by Vendor - IndyPL reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any Vendor objecting to the rejection of a SOQ, or portion thereof, or to the award of an Agreement resulting from the RFQ, shall lodge that protest, in writing, with IndyPL no later than 5:00 PM local time of the fifth (5th) calendar day, following release of IndyPL's Notification of Intent to Award Contract letter.

I. Warranties - Each Vendor submitting a SOQ in response to this RFQ warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the SOQ unless specific exceptions thereto are made in Vendor's SOQ Submission.

J. Exceptions - It is the intent of IndyPL to award the Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material conditions or requirement of the RFQ as an attempt by the Vendor to vary the terms of the RFQ, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFQ, unless the exception would be of material benefit to IndyPL.

K. IndyPL Right to Disqualify for Conflict of Interest - IndyPL reserves the right to disqualify any Vendor based on any real or apparent conflict of interest that is disclosed

by the SOQ submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a SOQ waives any right to object at any future time, before any body or agency, including but not limited to, IndyPL or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.

L. Vendor Certification - By submission of a SOQ, each Vendor certifies that it has not paid or agreed to pay any fee or commission or any other item of value contingent on the award of an Agreement to any employee, official, or current contracted consultant of IndyPL.

M. Covenant Against Contingent Fees - Vendor warrants that no person or selling agent has been employed or retained to solicit or secure an Agreement with IndyPL upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. Breach or violation of this warranty are grounds for terminating consideration of a Vendor SOQ and for terminating any Agreement resulting from the SOQ submission.

N. Gratuities – IndyPL may immediately terminate consideration of Vendor SOQ or the right of the Vendor to proceed under an Agreement resulting from this RFQ if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor, or any agency or representative of Vendor, to any officer or employee of IndyPL with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Vendor as IndyPL could pursue in the event of default by the Vendor.

O. Diversity and Inclusion in Employment.

- (1) IndyPL is committed to providing an equal opportunity for participation of Minority, Women, Veteran and Disability Owned Business Enterprise entities in all IndyPL business.
- (2) IndyPL extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community composition.
- (3) It is the desire of IndyPL to measure participation of Minority, Women, Veteran and Disability Owned Business Enterprise entities in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the City of Indianapolis or State of Indiana criteria of Minority, Women, Veteran and Disability Owned Business Enterprise entities or similar requirements for out-of-state firms, should indicate the appropriate certification, with a copy of such certification(s) included in its SOQ.
- (4) Any Contractor in performing services under an Agreement resulting from this RFQ shall not discriminate against any worker, employee or applicant or any

member of the public because of race, creed, color, religion, gender, national origin, age, disability, or veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or veteran status.

P. News Releases - News releases or other public announcements pertaining to the award of the Agreement for the Services requested shall not be made without prior approval of IndyPL.

Q. Investments - By submission of an SOQ, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Indiana Code § 5-22-16.5-8.

R. Out of State Vendors. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected as Contractor shall, prior to execution of the agreement, be duly registered and qualified to do business within the State of Indiana.

X. GENERAL TERMS AND CONDITIONS GOVERNING THE RESULTING AGREEMENT

A Vendor that may be selected as Contractor will enter into an Agreement with IndyPL and must agree to several general contract terms and conditions. If a Vendor cannot agree to any of the below-stated general terms and conditions, its SOQ must clearly state any exceptions to and the reason for any such non-compliance.

A. Agreement Period – The Agreement shall be for a period required for the Project.

B. Form of Agreement - The submission of SOQs herein constitutes the consent of the Vendor that the Agreement to be drawn as a result of an award herein will be prepared by IndyPL's attorney and shall be the controlling document. A draft of the proposed Agreement is included as Attachment G. In the event Vendor has any questions or comments pertaining to the terms of the Agreement, Vendor shall note such questions or comments no later than the cutoff date for questions. The terms and conditions of the Agreement will not be revised and/or negotiated after issuance of the Notification of Intent to Award Contract letters.

C. Compliance with Laws – In performing the Services, the Contractor, Consultants, and Subcontractors, if any, shall comply with, abide by, and observe all applicable laws, ordinances, rules, regulations, and codes of federal, state, and local governments.

D. Audit of Contract Records - The Contractor must keep all resulting contract and Project records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel upon request for a period of three (3) years after final completion of the Project.

E. Standard/Licensure Requirements - The Contractor shall provide, upon request, documentation to IndyPL evidencing all necessary licenses to practice its business prior to the awarding of the contract.

F. Prime Contractor Responsibility - Planned use of Subcontractors in connection with the Agreement should be clearly explained and described in the SOQ. The Contractor as prime contractor will be responsible, and must take responsibility, for the performance under the entire Agreement whether or not Subcontractors are used.

G. Independent Contractor - It is expressly understood and agreed that the Contractor is an independent contractor and not an employee of IndyPL. Any resulting Agreement will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in the Agreement. Nothing in the Agreement shall create any contractual or other relationship between IndyPL and any Subcontractor having a contract with Contractor, nor shall it create any obligation on the part of IndyPL to pay or to see to payment of any monies due to any Subcontractor from Contractor. Contractor represents and warrants that no persons supplied by it in the performance of the Agreement are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons. The Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning all employees and personnel provided by Contractor in the performance of the Agreement and shall save and hold IndyPL harmless with respect thereto.

H. Method of Payment – The Contractor will be paid in accordance with payment procedures as stipulated in the Agreement, including participating in IndyPL's electronic fund transfer ("EFT") invoice payment program. Reports and invoices submitted must contain the purchase order number under which the Agreement is awarded. Contractor shall submit invoices/reports to the addressee designated in the Agreement. Contractor shall submit invoices for each payment requested including a detailed breakdown of all charges. All invoices will be paid promptly by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation.

I. Continuation During Disputes - The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

J. Suspension of Work/Termination or Suspension - IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which Contractor is contracted in accordance with the suspension and termination provisions of the Agreement.

K. Indemnification – Contractor shall indemnify, hold harmless and defend IndyPL and its trustees, directors, officers, agents, representatives, employees, other contractors, and licensees from and against any and all claims, demands, penalties, liens, losses, fines,

liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Contractor, provided that any such claim, damage, loss, or expense is caused or is claimed or alleged to have been caused, in whole or in part, by any act, whether active or passive, error, omission, conduct, or operation of Contractor, or any subcontractor, or anyone else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or (b) any breach of any of the representations, warranties, covenants, obligations, or duties contained in the Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations shall not be limited by reason of the enumeration of any insurance coverage required under the Agreement and shall survive the termination of the agreement.

L. Contractor Required Insurance Coverage - The Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the Agreement, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Services and activities, or presence at IndyPL facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement:

- (1) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for products and completed operations liability, One Million Dollars (\$1,000,000) fire damage, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the Facilities. Any deductible shall be at Contractor's expense.
- (2) Errors and Omissions/Professional Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) combined single limit for all acts and omissions related to the responsibilities contained in the Agreement. The policy shall be written on an occurrence basis.
- (3) Workers' Compensation and Employer's Liability insurance, affording coverage in excess of the applicable state laws covering all of Contractor's employees in amounts not less than One Million Dollars (\$1,000,000) per injury, One Million Dollars (\$1,000,000) per injury by disease and One Million Dollars (\$1,000,000) disease aggregate.
- (4) Property Insurance coverage for all tools, materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such tools, materials, equipment, and other items owned, borrowed, or leased by Contractor.
- (5) Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (6) Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed above in Subsections L. (1), (3), and (5) above, which such policy shall be written on an occurrence basis.
- (7) All insurance policies addressed in Subsections L. (1), (5), and (6) above shall be endorsed to name the following as additional insured's:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, volunteers, representatives, agents, contractors, licensees, and successors.

- (8) All insurance policies required hereunder: (a) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (b) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (c) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide; and (d) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
- (9) The Contractor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to IndyPL facilities.
- (10) These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.
- (11) The Contractor's subcontractors and consultants (Associate Architect or Interior Designer, etc.) shall carry the same insurance coverage as the Contractor.

M. E-Verify Program - The Contractor must affirm under penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

- (1) The Contractor must enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3. The Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Additionally, the Contractor is not required to participate if Contractor is self-employed and does not employ any employees.
- (2) The Contractor shall not knowingly employ or contract with an unauthorized alien, as that term is defined in 8 U.S.C. § 1324a(h)(3) and shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.
- (3) The Contractor shall require its subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (4) IndyPL may terminate the Agreement if the Contractor is in breach of these obligations. As a condition to entering into a services agreement, the Contractor must execute the E-Verify Affidavit, which shall be an exhibit to the

services agreement. Such affidavit shall be in the form included with this RFQ as Attachment B.

N. Miscellaneous Requirements and Conditions - Contractor acknowledges and agrees to the following additional general contract requirements and conditions:

- (1) The Contractor shall provide trained and experienced employees for performance of the Services and shall take reasonable precautions to assure that such employees are reliable and of good character.
- (2) The Contractor shall provide supervision for all personnel when Services are being provided. The Contractor's supervisory and management staff shall be available to meet with IndyPL staff to coordinate changes in schedules.
- (3) If a Subcontractor fails to perform in a reasonable manner, IndyPL may require Contractor to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by the Contractor.
- (4) If any work is omitted or found to be unacceptable by IndyPL in the performance of the Services, the Contractor will be advised of such omission or unacceptable work and shall make prompt corrections.
- (5) At IndyPL's request, the Contractor shall promptly remove from providing Services to IndyPL any employee of Contractor, Consultant, or Subcontractor who, in IndyPL's sole opinion, is unqualified or unsuitable to provide the required Services, or who has been negligent, wasteful, dishonest, or otherwise unsatisfactory in performing their duties.
- (6) The Contractor shall indemnify and hold IndyPL harmless from any claims for damages, loss, or expense arising from IndyPL's request that an employee or Subcontractor of the Contractor be removed from providing Services to IndyPL.
- (7) Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the Services.

Attachment A
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
Vendor Qualifications Sheet

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____

Email address: _____

Required Information and Checklist of Required Materials in the SOQ:

(1) Introduction and Cover Letter with Signature of Vendor Contact Person. _____

Any exceptions to the terms and conditions in the draft Agreement. _____

(2) Vendor Qualifications Sheet with Signature of Vendor Contact Person. _____

(3) E-Verify Affidavit. _____

(4) Company Profile: _____

Description of Team Members and Partners. _____

Name of Principal in Charge. _____

Name of Project Manager. _____

Name of Project Architect. _____

Names of Other Specialists. _____

Background Information on Key Team Members. _____

Resumes of Key Team Members. _____

Description of Procedures, Processes, Equipment, and Capabilities. _____

Description of Successful Collaborations Between Key Team Members. _____

Attachment A
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
Vendor Qualifications Sheet (Continued)

VENDOR: _____

(5) Public Library or Similar Facility Design Experience and Qualifications:

Project 1. _____

Project 2. _____

Project 3. _____

List of All Awards for Public Library or Similar Facility Design Excellence. _____

(6) Company References (Client, Contact Name and Number). _____

(7) Statement on any Conflicts, Claims, or Litigation Relative to the Services. _____

(8) Financial Documentation:

Statements or other Documentation Covering the Past Three Years. _____

Documentation of Insurability. _____

(9) Statement on the Basis for the Range of Fees Required for the Services. _____

(10) Additional Information as Determined by the Vendor. _____

Submittal Requirements:

One (1) Bound Original. _____

Six (6) Bound Copies. _____

One (1) Electronic .pdf on a thumb drive. _____

Sealed in a Package showing the Vendor Name and the RFQ Title. _____

Attachment A
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
Vendor Qualifications Sheet (Continued)

VENDOR: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the RFQ dated March 25, 2022.

Acknowledgement of Receipt of Addenda:

I/We have received and reviewed the Addenda listed below, if any, and have included the provisions thereof in the response to the RFQ.

Addenda Received: _____

The undersigned, on behalf of the Vendor, states that Vendor has not, nor has any other member, representative, employee, or agent of the Vendor, entered into any combination, collusion, or agreement with any person relative to the hourly and material billing rate schedule included in the SOQ, to prevent any person from submitting a SOQ, or to induce anyone to refrain from submitting a SOQ.

The undersigned further states that the SOQ is made without any agreement, understanding, or in combination with any other person referring to such RFQ unless specifically noted and described as a partnership in the SOQ.

The undersigned further states that no person, firm, or entity has or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of submitting such SOQ.

By (Written Signature): _____

By (Printed Name): _____

Title: _____

Date: _____

Attachment B
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
E-Verify Affidavit

Vendor: _____

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Indianapolis-Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-Verify no longer exists.

1. Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
2. Contractor affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program. Contractor is not required to participate should the E-Verify program cease to exist.
3. Contractor agrees to provide documentation demonstrating that Contractor has enrolled and is participating in the E-Verify program.
4. Library may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Vendor or Contractor: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20 ____

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment C
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
Scope of Project and Required Services

General Information about The Learning Curve at Central Library

Information about The Learning Curve can be found at
<https://www.indypl.org/locations/central-library/the-learning-curve>.

History of The Learning Curve at Central Library

Completed in 2007 The Learning Curve at Central Library, located just off the Atrium, is an interactive library and information environment for families and children. The Learning Curve contains separate zones with activities and collections tailored to specific age groups, from toddlers to teenagers. From story times to art programs, the Learning Curve offers a unique blend of digital and traditional library materials and library programming for youth ages 0-18. Our interactive activities are aligned with academic standards and incorporate a variety of technologies to ensure a dynamic, hands-on learning experience.

Completed in 2017 as part of the Central Reimagined Project, a larger and more appropriate Teen area was created on the east half of the Third Floor. The Project reconfigured the computer stations, added new furniture, reused the existing shelving, and reused the existing Information Desk.

2021-2023 Strategic Plan

The digital and technology divide disproportionately affects our community across income and education levels as well as age and race. IndyPL is an active community partner and advocate for this basic need. These efforts include continuing to provide quality science, technology, engineering, art, and mathematics (STEAM) programming and resources. One of IndyPL's Digital/Technology Strategic Objectives of the Strategic Plan is to create an up-to-date space for exploration of contemporary technology by redesigning The Learning Curve at Central Library.

Implementation Information

- 1) The total Project budget, including contingencies, is \$3,000,000.
- 2) The Renovation budget, including contingencies, is \$1,300,000.
- 3) The Fixtures/Furniture/Equipment ("FFE") budget, including contingencies, is \$590,000.
- 4) The other Owner Hard Expense budget, including contingencies, is \$455,000.
- 5) The Owner Soft Expense budget, including fees and contingencies, is \$655,000.
- 6) The area to be renovated is approximately 30,000 square feet.
- 7) IndyPL plans to use a single general contractor for the construction of the Project.
- 8) IndyPL plans to use a separate competitive quoting processes for the purchase and installation of the FFE and technology work.

Required Services

Basic Services:

- 1) Provide the Services per AIA B101.
- 2) Provide consulting services to agree on the work within the Project budget to attain the highest value for the expenditure.

Community Engagement:

- 1) To promote community input on the planning and design of the Project, the Contractor shall work with IndyPL on meeting with associations and interested parties as needed.
- 2) Lead/facilitate at least two (2) open community engagement meetings.
- 3) Lead/facilitate at least three (3) focus group meetings with identified user groups.

Planning/Programming Phase:

- 1) Identify information literacy resources.
- 2) Identify learning interactivity resources.
- 3) Refine space, program, technology, and collection allocations.
- 4) Develop an integrative technology narrative.
- 5) Develop cost estimate.

Schematic Design Phase:

- 1) Create schematic options for review.
- 2) Provide consulting services to assist in the selection of desired plan option.
- 3) Refine cost estimate.

Design Development Phase:

- 1) Develop the selected plan option with floor plans, elevations, sections, and images.
- 2) Identify furniture and equipment components.
- 3) Identify technology hardware and software requirements.
- 4) Develop materials, finishes, and color specifications.
- 5) Develop graphic identity and image selections.
- 6) Create text and caption treatments, narrative descriptions of self-directed interactivities, and programs.
- 7) Develop the selected plan option with plans for technology, lighting, acoustics, electrical, structural, and mechanical work.
- 8) Create specifications for architectural, technology, lighting, acoustics, electrical, structural, and mechanical work.
- 9) Refine cost estimate.

Contract Documents Phase:

- 1) Prepare detailed documents for bidding of construction, exhibit fabrication, and graphic work.
- 2) Prepare detailed specifications for bidding.
- 3) Refine cost estimate.

Bidding Phase:

- 1) Assist in the preparation of bidding documents.
- 2) Assist in the contractor selection process as required.

Construction Administration Phase:

- 1) Prepare digital graphic files for final production art (images, graphics, text).
- 2) Supervision of graphic production process.

Fixtures, Furniture, Equipment, and Technology Procurement:

- 1) Prepare detailed documents and final specification for the competitive quoting of the Fixtures, Furniture, Equipment and Technology equipment.
- 2) Assist in the planning and preparation of invitation to quote documents.
- 3) Assist in the receipt and evaluation of the quote documents.
- 4) Participate in vendor discussions, if needed, during the evaluation of the quotes.
- 5) Assist in the vendor selection process as required.
- 6) Coordinate vendor delivery and installation schedules.
- 7) Confirm delivery and acceptable conditions of all contracted items.
- 8) Commission the installation of the technology components.
- 9) Coordinate vendor training sessions with IndyPL staff.
- 10) Confirm delivery of all required record documents, training, and operations/maintenance manuals.

Attachment D
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
MBE/WBE/VBE/DOBE Business Utilization Program Summary

The Indianapolis Public Library is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to IndyPL funded contracts of at least \$50,000.00.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

1. MBE/WBE/VBE/DOBE Utilization Goals -This component requires vendors to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified by the City of Indianapolis' MBE/WBE/VBE/DOBE program at the minimum percentages stated in the RFQ. To count towards the MBE/WBE/VBE/DOBE utilization goals, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the services contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at www.indy.gov/activity/find-omwbd-contractor and from the Office of Minority & Women Business Development.
2. Outreach/Good Faith Efforts - The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires vendors who do not meet the stated utilization goals to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of contract, IndyPL will first determine whether a vendor meets the percentages of MBE/WBE/VBE/DOBE subcontractor utilizations stated in the RFQ Documents. If a vendor does not meet the minimum percentages, a request for program waiver must be submitted upon request by IndyPL, using the attached Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the vendor's outreach/good faith efforts.

Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items must be completed, signed, and submitted by the vendor. Failure to complete these forms with all the pertinent requested information may cause a SOQ to be determined as non- responsive.

1. With the SOQ: MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies/Services.
2. Post-SOQ Information: Application For MBE/WBE/VBE/DOBE Program Waiver.

Attachment E
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
MBE/WBE/VBE/DOBE Participation Goals Plan for Construction Goods/Supplies/Services

Submittal Due Date: _____
 Project: Design Services for the Central Library Learning Curve Renovation Project
 Vendor: _____ Vendor Phone: _____
 Contact Name: _____ Vendor E-mail Address: _____

Bidder ___ is ___ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform _____% of the total contract amount.

Does an exclusive agreement exist between the Vendor and any subcontractor/supplier listed?
 Yes No (If yes, explain): _____

Provide names of proposed MBE/WBE/VBE/DOBE sub-contractors/suppliers with which Vendor has not previously worked (if any): _____

If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.

Name of Subcontractor /Supplier	MBE, WBE, VBE, or DOBE	Contact Person	Phone Number	Description of Work	Dollar Amount	% Of Total Contract Amount

Vendor shall submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the Application for Program Waiver as a Post-Quote Submittal **shall** result in the disqualification and rejection of the Quote.

Vendor Signature: _____
 Vendor Name: _____
 Date: _____

Attachment F
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
SAMPLE Application for MBE/WBE/VBE/DOBE Program Waiver

Pursuant to the IndyPL Request, this Application for a (check each of the following which apply) ___MBE ___ WBE ___ VBE ___DOBE Program Waiver is hereby submitted for the Project by the Vendor.

Submittal Due Date: _____

Project: _____

Vendor: _____ Vendor Phone: _____

Contact Name: _____ Vendor E-mail Address: _____

In attempting to meet the Project Goals the Vendor made the following good faith efforts for the purpose of fulfilling those Goals (check all that apply). The minimum score required to establish "good faith" effort is 70 points.

Item	Description	Weighting	Score
1	Vendor attended all pre-bid or pre-solicitation meetings held to inform MBEs/WBEs/VBEs/DOBEs of contracting opportunities.	10	
2	Vendor placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used.	10	
3	Vendor provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs/WBEs/VBEs/DOBEs for the contract. Bidder's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs/WBEs/VBEs/DOBEs must also be documented. Provide all such documents.	20	
4	Vendor made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation:	10	
5	Vendor contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/negotiations.	15	
6	If Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10	
7	Vendor provided technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE utilization such as assistance obtaining bonding, insurance, or line of credit for the project. Provide detailed documentation of such assistance.	15	

Attachment F
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
SAMPLE Application for MBE/WBE/VBE/DOBE Program Waiver
(Continued)

8	Vendor provided technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE utilization such as assistance obtaining bonding, insurance, or line of credit for the project. Provide detailed documentation of such assistance.	15	
9	Vendor provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract.	10	
11	Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs.	10	
11	There is a project joint venture agreement for this contract with a certified MBE/WBE/VBE/DOBE business. MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as designated by Owner).	15	
12	There is a Mentor-Protégé Agreement with an MBE/WBE/VBE/DOBE business for this contract. If so, MBE/WBE/VBE/DOBE minimum participation shall be 30% or greater (or as designated by Owner).	10	
Total:		135	

Per the Schedule and request by IndyPL, Vendor shall provide a completed Waiver Application.

Vendor certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Vendor for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid/quote/proposal being determined non-responsive.

Vendor's Signature: _____ Date: _____

Title: _____

For IndyPL Use Only.

_____ Contract offers no opportunity to utilize subcontractors/suppliers.

_____ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waivers is:

_____ Not Approved.

_____ Approved.

_____ Approved subject to the following conditions/restrictions: _____

IndyPL's Representative Signature: _____ Date: _____

Title: _____

Attachment G
Request for Qualifications
Design Services for the Central Library Learning Curve Renovation Project
Draft Agreement

AIA B101-2017 Standard Form of Agreement between Owner and Architect, as modified
by counsel for the Owner for use on this Project

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the <> day of <> in the year <2022 >
(In words, indicate day, month and year.)

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

<Indianapolis-Marion County Public Library >< >
<2450 North Meridian Street >
<Indianapolis, Indiana 46208 >
< >

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

<TBD >< >
< >
< >
< >

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

<Indianapolis-Marion County Public Library Central Library The Learning Curve
Renovation Project >
< >
< >

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.

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



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TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

«Incorporated herein by reference, and made specifically a part of this Agreement, is the Indianapolis Public Library Request for Qualifications for Planning, Programming and Design Services for the Learning Curve at Central Library, dated March 25, 2022, including any and all Addenda, attachments and/or amendments thereto (the "RFQ"). The RFQ describes the basic scope of the Project and Services of the Architect. In the event of a conflict between the provisions of the RFQ and this Agreement, this Agreement shall control. In addition, incorporated herein, and specifically made a part of this Agreement by reference, is Architect's response to the RFQ, also known as the Architect's Statement of Qualifications ("SOQ"), dated [REDACTED]. Owner and Architect understand and agree that Owner is relying on the information and representations made therein. »

§ 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:

«First Quarter, 2023 »

.2 Substantial Completion date:

«Fourth Quarter, 2023»

§ 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 acknowledges that the Owner is relying on the Architect's special skill and expertise in projects of the type herein. Therefore, the Architect's services shall be performed consistent with the highest standard of care in furtherance of the orderly progress of the Project. Architect acknowledges that it will furnish skilled and experienced personnel for the Project and will give the Project the highest priority. Architect further warrants that it is skilled and experienced in projects of the type herein; has experience with the designs, details, materials, procedures and methods intended for this Project; and has the capacity to meet all of the Owner's schedules. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Initial Information, and which shall be adjusted, if necessary and if approved by Owner, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not be exceeded by the Architect. Upon approval of any such schedule submitted by Architect, such approved schedule shall be deemed a part of this Agreement. Architect also agrees that it will not be damaged by any delay caused by Owner or its consultants and shall not be entitled to any additional compensation for such delay, an extension of the time in which Architect is to provide its services being the sole remedy for any delay caused by other parties.

§ 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. Architect represents and warrants that no officer, director, employee or agent of Owner has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Architect or any of Architect's directors, officers, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement. Both parties agree that the consideration to be paid by Owner under this Agreement represents fair and reasonable consideration relative to the value of services to be provided by Architect to Owner.

§ 2.5 The Architect shall include the Indemnitees (as defined in 2.5.4.1 below) as additional insureds by causing amendatory riders or endorsements, if necessary, to be attached to the insurance policies described below in paragraphs 2.5.2.1, 2.5.2.4 and 2.5.2.5. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interest under said insurance policies for all coverages provided under said policies.

2.5.2 The Architect shall maintain, at its own expense, the following insurance coverages, insuring the Architect, its employees, agents and designees, and the Indemnitees as required herein, which insurance shall be placed with insurance companies reasonably acceptable to the Owner and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation or nonrenewal, or material modifications of any such policies:

.1 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, Four Million Dollars (\$4,000,000) per occurrence for products and completed operations liability, Two Million Dollars (\$2,000,000) fire damage, and Four Million Dollars (\$4,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Architect's activities at the Facilities. Any deductible shall be at Architect's expense.

.2 Errors and Omissions Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and general aggregate for all negligent acts and omissions related to the responsibilities and professional design services of the Architect contained in the Agreement.

.3 Workers' Compensation and Employer's Liability insurance, affording coverage in accordance with the applicable state laws covering all of Architect's employees in amounts not less than One Million Dollars (\$1,000,000) per injury, One Million Dollars (\$1,000,000) per injury by disease and One Million Dollars (\$1,000,000) disease aggregate.

.4 Property Insurance coverage for all tools, materials, equipment, and other items owned, borrowed, or leased by Architect shall be Architect's responsibility. Owner shall not be responsible for such tools, materials, equipment, and other items owned, borrowed, or leased by Architect.

.5 Automobile Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined and covering all owned, non-owned and hired vehicles and insuring, at a minimum, against loss, damage or liability for bodily injury, death, and property damage;

.6 Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the Architect's Commercial General Liability, Employer's Liability and Automobile policies as set forth above, which such policy shall be written on an occurrence basis; and

.7 The Architect's Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name the following as additional insureds:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, volunteers, representatives, agents, contractors, licensees, and successors.

2.5.3 All insurance policies required hereunder: (i) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Owner; (ii) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (iii) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (iv) shall provide for no less than thirty (30) days advance written notice to the Owner prior to cancellation, non-renewal or material modification.

2.5.4 The Architect shall submit valid certificates in form and substance satisfactory to the Owner evidencing the effectiveness of the foregoing insurance policies, along with copies of the amendatory riders to any such policies, to the Owner for the Owner's approval before the Architect commences rendering any services hereunder.

2.5.4.1 The Architect hereby agrees to indemnify, defend, and hold the Owner and any subsidiary, parent, or affiliate corporations of the Owner, or other person or entities designated by the Owner, and their respective directors, officers, agents, employees, and designees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including attorneys' fees, that the Indemnitees may incur by reason of any injury or damage sustained or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) arising out of or occurring in connection with the performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance by the Architect.

2.5.4.2 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5.2 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5.2, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in the RFQ and Article 3 and include usual and customary: architectural, structural, mechanical, electrical and plumbing design services; fixtures, furniture and equipment design and selections; preparation of specifications; and coordination of bidding, structural, mechanical, and electrical engineering services as needed. 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 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 consistent with the dates and schedule specified in the RFQ and/or as may from time to time be supplemented and/or amended by Owner. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to the standard of care applicable to Projects of this type, scope and location in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The services provided by the Architect, any consultants of the Architect, and any other party being coordinated by the Architect for this Project, shall fully comply with all such laws, codes, regulations. In the event that the Project fails to comply with any law, code or regulations, and such failure is not due to the Contractor's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

§ 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.

§ 3.1.7 The Architect shall conform the Instruments of Service, including Drawings and Specifications, to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement as required. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Governmental Requirements.

§ 3.1.8 The Architect shall provide any necessary assistance in the utilization of: any equipment or system such as initial start-up or testing, adjusting, and balancing and preparation of operation and maintenance manuals in a form satisfactory to the owner; the design parameters of the exterior enclosure, and the structural, electrical, vertical transportation, mechanical, heating, ventilation, air conditioning, building automation, building security, fire and life safety, and other systems of the Project; and orientation of personnel for operation and maintenance.

§ 3.1.9 upon completion of the Project and provided that construction phase professional services are included in this Agreement, electronic format (e.g. CAD files and/or other electronically stored format) record drawings shall be submitted to Owner. Prior to submittal of such reproducibles, Architect shall record all alterations that have been

made in the Project during the construction phase so that the reproducible will be a final record of the work as built.

§3.1.10 Architect shall, immediately upon ascertainment, notify Owner of any delay in – (i) the preparation and/or production of any of Architect’s documents hereunder, (ii) the performance by Contractor, (iii) Architect’s Services, or (iv) in connection with any matter attended to by Architect or with which Architect is familiar (whether or not as the result of an act or omission of another) which would affect or delay the schedule. Architect shall consult and advise the Owner in connection with any such delay and its effect on the schedule and shall take such action on Owner’s behalf as Owner may request in accordance with the terms and conditions of this Agreement.

§3.1.11 If the work of Architect is delayed any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to the Project by reason of fire or other casualty or other causes beyond the reasonable control of Architect (including failure of Owner or Contractor to respond timely) and not due to the willful or negligent act or omission, financial inability, or default of Architect or events reasonably foreseeable to Architect then, upon written request of Architect to Owner, the time for completion under the Design Schedule shall be appropriately extended by the number of working days of delay actually so caused. Provided, however, no such extension shall be made or allowed unless a written request therefor is made within ten (10) calendar days after the delay. In the case of continuing cause of delay only one request shall be necessary, which request shall affirmatively state the delay is a continuing one and the reasons therefor. All delay requests or notices hereunder shall describe the nature of the delay and estimate the probable effect of such delay on the progress of the Work. The effect of any delay shall also be shown on the latest Design Schedule

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 Architect and Architect’s consultants shall immediately review the program previously developed by or for Owner, and confirm its understanding of the program requirements with Owner. Architect shall work with Owner during the Schematic Design phase to further refine and define the program and Architect shall inspect the Project site and existing facilities, and provide a preliminary evaluation of the program and Project budget requirements, each in terms of the other. Owner shall furnish such existing information regarding site surveys, geo-technical and environmental information, utility services and site features, including existing construction, related to the Project as are available from Owner’s records. Architect shall recommend which information should be relied upon and which should be subject to field verification. In addition, Architect shall determine, and notify Owner in writing, what additional information is required and the dates such information is needed to properly coordinate all phases of the Project. Architect shall review with Owner site use and improvements, selection of materials, building systems, and equipment. Architect shall coordinate and participate in meetings between Owner and others during this Phase, as necessary to promptly and properly complete the Schematic Design Phase Services.

§ 3.2.2 The Architect shall review all applicable codes, ordinances, laws, rules, orders, regulations, statutes, and other requirements that may affect the Project and review the Owner’s program for conformance with all such codes, ordinances, laws, rules, orders, regulations, statutes, and other requirements.

§ 3.2.3 The Architect shall review the availability of utilities, including but not limited to electrical, storm and sanitary drainage, and gas and water services as required.

§ 3.2.4 The Architect shall prepare alternative studies to determine density, scale and relationship of the various elements on the site.

§ 3.2.5 The Architect shall make preliminary recommendations, including an assessment of structural feasibility for structural, mechanical, electrical systems and waterproofing for the Project as required.

§ 3.2.6 The Architect shall prepare a structural engineering analysis including an analysis of the effects, or potential effects, of the construction work on any and all existing structures, as well as an engineering analysis based on soil, water table, waterproofing and site conditions to evaluate alternative foundation solutions and/or basement and/or subgrade areas as required.

§ 3.2.7 The Architect shall prepare an analysis of traffic flows and patterns and develop proposed traffic entrance and egress locations and parking designs; and prepare similar studies for pedestrian traffic as required.

§3.2.8 The Architect shall prepare schematic design drawings, including floor plans, elevations and sections showing floor-to-floor heights, wall sections, materials, types of vertical transportation, mechanical and structural systems; site plans and colored renderings; and site models to assist the Owner in understanding the Architect's design as required.

§3.2.9 The Architect shall prepare a preliminary estimate of construction costs.

§3.2.10 The Architect shall prepare a time schedule for the work of the Architect, the Architect's consultants, bidding, and construction. When approved, this schedule shall govern the performance of the Architect. This schedule may be extended by approval of the Owner, but only if due to causes not in the control of the Architect.

§3.2.11 If the adjusted preliminary estimate of Construction cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

§3.2.12 Architect shall prepare a site plan indicating the proposed location of the building(s); major improvements such as proposed road, boundary of the project site, parking areas, walks, plazas, and location of exterior utilities and service lines as required.

§3.2.13 Architect shall undertake a code analysis including identifying building construction type, required egress units, occupancy, smoke and fire separations, maximum travel distances, and wall and building separations. This shall also include an analysis of zoning regulations applicable to the Project, including parking requirements, Floor Area Ratio limits, site coverage, building height if required.

§3.2.14 Architect shall produce, maintain and update as necessary its design schedule, addressing major elements of the design, including anticipated dates for the design reviews, Owner approvals and permit applications. The schedule shall identify any required phasing of the Work. The schedule shall also identify long lead items.

§3.2.15 Architect shall propose and discuss with Owner a range of possible deduction alternatives which shall maximize program content and describe their impact on the Project sufficient to decrease the Statement of Probable Construction Cost by at least 10%.

§3.2.16 Architect shall review with Owner alternative approaches for design and construction of the Project to permit Owner to determine the most economical design consistent with the requirements of the Project.

§3.2.17 Architect shall make such changes and revisions in the Schematic Design Documents and provide such drawings, reproductions and supporting data as may be required or necessary to obtain the approval of Owner and remain within the Project Budget.

§3.2.18 Architect shall, in a timely manner, provide Architectural drawings, narrative description and other pertinent data to, and at the request of Owner, consult with appropriate governmental agencies (e.g. health, fire, building inspection) regarding compliance of the Schematic Design Documents with all Applicable Laws and shall make any supplementary or clarifying drawings or specifications as may be required in order to facilitate such governmental approvals and authorization.

§3.2.19 Architect and, if necessary, its Consultants, shall attend all meetings to obtain necessary Project approvals, including attendance at zoning boards, Architectural review boards, planning boards or commissions, and other governmental meetings and hearings.

§3.2.20 Architect shall prepare the Schematic Design Documents based on the Preliminary Project Budget. Based upon the Architect's Cost Estimate, the Schematic Design Documents, and programmatic considerations, Owner shall establish and notify Architect in writing of the Project Budget which will govern the design of the Project up through and including the Bidding Negotiation Phase. Architect is responsible for providing a design which can be built within the Project Budget, as determined by construction bids received by Owner. To the extent a cost estimate

or the construction bids as received by the Owner exceed the Project Budget (and the Owner elects not to adjust the Budget) the Architect shall proceed in accordance with Sections 3.5.2.8, 6.4 and 6.5 as applicable.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Architect shall develop the design of the Project in preparation for the Construction Documents Phase, fixing and describing in further detail the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, space requirements, materials and such other elements as may be appropriate. The process shall be similar to the interactive process used in the Schematic Design Phase, involving meetings between Owner and Architect and meetings on special issues. The documents to be provided under this Phase shall incorporate those prepared by any Additional Consultants, if required, and shall include:

§3.3.1.1 Architectural Drawings: (i) site plan showing proposed roads, individual parking spaces, exterior utilities, sidewalks, other site improvements, grades, and drainage; (ii) floor plans, including roof, showing space assignments, sizes, locations of installed, fixed and movable equipment which affect the design of the spaces, and a tabulation of areas, including net and gross areas of various parts of the project, location of doors, windows, fixed counters and shelving, and utility systems outlets (electrical, telecommunications, mechanical, plumbing, computer, etc.) to facilitate furniture and equipment layout and interior design; (iii) building elevations indicating exterior design elements and features including fenestration, colors, materials, mechanical and electrical features appearing on walls, roofs, and adjacent areas; (iv) interior elevations to establish functional requirements, equipment, and system locations, based on owner-approved system checklist; (v) typical building sections showing structural members, dimensions, accommodation of functional systems and other dimensions sufficient to indicate interface with existing structures; and (vi) typical wall sections sufficient to indicate materials, openings, and major features as required.

§3.3.1.2 Structural Drawings: (i) plans and sections of sufficient clarity to show the extent and type of structures and foundations; (ii) details and notes to show that the structure conforms to the provisions of applicable laws and is otherwise sufficient; (iii) notes to indicate foundation and structural design complies with the requirements of soils analysis and applicable seismic requirements; (iv) notes on provisions to meet special requirements such as vibration and acoustical constraints; and (v) legible sheets showing the structural engineering calculations for all primary structural components of the Project as required.

§3.3.1.3 Design Schedule updated monthly for any changes.

§3.3.1.4 An updated code analysis, identifying any changes and ensuring compliance of the design with applicable code and zoning requirements.

§3.3.1.5 MEP Schematic Line Diagrams: Architect shall prepare schematic line diagrams of all mechanical, electrical and plumbing systems and equipment as required.

§3.3.2 Architect shall, in a timely manner, provide to Owner Architectural drawings, narrative description, and other pertinent data prepared by Architect, and Architect and Owner shall review the documents with the governmental authorities having jurisdiction over the Project.

§3.3.3 Architect shall provide Owner with monthly updates of the Design Schedule.

§3.3.4 Upon completion of the Design Development Phase, Architect shall provide the required number of sets of drawings, outline specifications, and other documents for review by Owner and shall update the estimate of the Cost of the Work. If the latest estimate for the Cost of the Work exceeds the Project Budget, Owner may, in its discretion, require Architect to revise the design of the Project or applicable portion thereof so as to reduce the Project cost for the Work or applicable portion thereof to within the Project Budget therefor.

§3.3.5 Architect shall submit the required number of copies of the Design Development Documents, the revised tabulation of areas for approval by Owner.

§3.3.6 Architect shall not proceed to the Construction Documents Phase until Architect has secured Owner's written approval of the Design Development Documents, revised tabulation of areas, and the updated Design Schedule, and Owner's written instructions to so proceed.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1.1 After receiving approval by Owner of the Design Development Documents, and upon authorization by Owner to proceed with the Construction Documents Phase, Architect shall provide the services and documents listed below in this Section 3.4.1. Architect and its Consultants, as appropriate, shall attend all regular and special meetings reasonably required by Owner and others to discuss and resolve specific issues. Regular Project meetings will be scheduled and special meetings will be scheduled as needed in Owner's reasonable judgment.

§3.4.1.2 The Construction Documents, which for purposes of this Agreement shall be defined as working drawings and specifications which set forth in detail the requirements for the construction of the Project, shall comply with all Applicable Laws, shall be sufficient for contractors to perform the Work without need for more drawings and details or change orders to correct or clarify Construction Documents, and shall include: (i) Architect drawings, details and specifications; (ii) structural plans, details, calculations and specifications; (iii) plans showing installation of major systems and equipment; (iv) door hardware and equipment specifications and schedules showing the sizes, locations and manufacturers of doors, hardware and equipment; (v) Architect specifications and finish schedules to set standards for the project and provide complete understanding by contractor, installers, fabricators and suppliers; (vi) detail drawings showing the design to be used in items such as special lighting, special partitions, cabinetwork, equipment, and or interior finishes such as wall coverings and floor coverings; (vii) Supplementary conditions and special conditions, as necessary; (viii) an updated code analysis, identifying any changes and ensuring compliance of the design with applicable code and zoning requirements; and (ix) an updated narrative sequence of operation for all building systems as required.

§3.4.1.3 Prior to the completion of the Construction Documents Phase, Architect shall select finish materials and colors to be incorporated in the Work and shall prepare schedules of such materials and colors for Owner's approval. The schedule shall note any materials or finishes which are expected to involve extraordinary delays in delivery.

§3.4.1.4 If so directed by Owner, Architect shall prepare separate packages of Construction Documents for site and/or foundation work so that such work may be commenced prior to other work as required.

§ 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 bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms. 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.

§3.4.6 Architect, in a timely manner, shall provide Architect drawings, narrative description, and other pertinent data prepared by Architect to Owner, and shall file on behalf of Owner the required documents for design approval by the governmental authorities having jurisdiction over the Project. All Drawings and Specifications submitted for approval shall be stamped and certified by professionals licensed to practice in the State of Indiana. Architect shall appear at all meetings and hearings of governmental agencies necessary, in Owner's judgment, to obtain necessary approvals for the Project.

§3.4.7 Architect shall consult and coordinate with Owner and, as appropriate, other consultants on the Project team regarding any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed. Architect shall review and comment on any procedures manual developed by Owner.

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids; and (3) determining the successful bid.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Phase (Bidding Assistance and Recommendations)

§3.5.2.2 Addenda. The Architect shall render interpretations and clarifications of the Bidding Documents in Addenda and submit the proposed interpretations and clarifications to the Owner for review and then for distribution to the prospective bidders.

§3.5.2.3 Pre-Bid Conferences. The Architect and the Architect's Consultants shall attend and participate in the pre-bid conference for review of the Project scope for prospective bidders.

§3.5.2.4 Bid Review. The Architect shall review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Owner about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law. In making the recommendation, all applicable Alternates referenced in the Contract Documents shall be evaluated.

§3.5.2.5 Bid Substitutions. Substitutions contained in the bid of any Bidder not previously approved by the Architect and Owner in a written Addenda issued prior to the bid date, shall not be considered by the Architect in recommending the award of any Contract.

§3.5.2.6 Pre-Award Conferences. The Architect shall attend the pre-award conference between Owner and the apparently successful Bidder.

§3.5.2.7 Subcontractor and Material Supplier Review. The Architect, based upon review of the Contract Documents, any past experience and reasonable inquiry, shall investigate Subcontractors and Material Suppliers proposed by the Bidder and recommend approval or disapproval of such Subcontractors and/or Material Suppliers.

§3.5.2.8 Over Budget Options. If the Construction Budget is exceeded by the total of the lowest responsive and responsible bid for the Project, the Owner shall, at its discretion, (i) approve in writing an increase in the Construction Budget; (ii) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (iii) abandon the Project, in whole or in part, and terminate this Agreement in accordance with Subparagraph 8.1.2 or Subparagraph 8.1.4, as applicable; or (iv) cooperate in the revision of the Scope of the Project as defined in Subparagraph 2.2.2 to reduce the actual cost of construction to the Construction Budget. If the Owner elects options (i), (ii), or (iv), the Architect shall modify the requirements of the Program, the Project Schedule and the Contract Documents and cooperate in any necessary bidding or negotiation without additional compensation.

§3.5.2.9 Further Revisions to Cost Estimate and Project Schedule. The Architect shall advise the Owner of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner of any such adjustments, the Architect shall incorporate such adjustments, and deliver the same to Owner.

§3.5.2.10 Contract Execution Notices. The Architect shall assist the Owner as needed in the preparation and issuance of Notices of Award and Notices to Proceed, and preparation and issuance of Notice to Surety.

§ 3.5.3 NEGOTIATED PROPOSALS (NOT APPLICABLE)

§ 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, as modified for this particular Project, a copy of which Architect acknowledges receipt, with such terms and conditions of the General Conditions being incorporated into this Agreement by reference.

§ 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.

§ 3.6.1.3 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.

§3.6.1.4 Architect shall assist Contractor and Owner in obtaining all required building permits and approvals and shall respond promptly and appropriately to all questions and comments, and make all required changes.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect and appropriate Consultants shall visit the Project at appropriate intervals and, at such intervals as the Architect and the Owner agree, to review the Work of the Contractor for Defective Work, to become familiar with the progress and quality of the Work on the Project and to determine if the Work is proceeding in conformity with the Contract Documents. During such visits, the Architect shall observe, without limitation, the following activities: the observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work, civil engineering, mechanical, electrical, plumbing and interior finishes. In all events, the Architect or appropriate Consultants shall be on the site a sufficient amount of time to accomplish this observation in a manner which allows the Architect to properly discharge its duties. If the Architect shall become aware, either through such visits or otherwise of any Defective Work on the Project, the Architect shall provide a written report of Defective Work to the Owner and the Contractor together with recommendations for the correction thereof.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§3.6.2.6 Construction Schedule. The Architect shall review and approve for conformance with the Contract Documents the Construction Schedule prepared by the Contractor and shall report to the Owner if it identifies any non-conformance with the Contract Documents. If conditions on the Project indicate that milestone completion dates shown on the Project Schedule may not be met, the Architect shall recommend corrective action to the Owner and Contractor. When the Project Schedule is revised or updated, the Contractor shall prepare a revised Project Schedule and obtain the Architect's signature thereon and deliver the revised Project Schedule to the Owner.

§3.6.2.7 Meetings. The Architect shall participate in pre-construction, progress, quality control, commissioning and special meetings with the Contractor, the Owner, Bidders (including potential Bidders), appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems, scheduling and coordination. The Architect shall participate in partnering meetings with the Contractor, the Owner, appropriate Consultants, the Contractors and other parties involved in the Project.

§3.6.2.8 Test; Inspections. The Architect shall advise and consult with the Contractor and the Owner during the Construction Phase as to the need for any special testing, inspections or approval of Work on the Project.

§3.6.2.9 Bulletins; Change Orders. The Architect shall prepare Bulletins and other necessary documentation for changes in the Work and submit each Bulletin to the Contractor for review and processing. The Architect shall keep a log of any and all requests for information, Field Work Orders, Bulletins, Contractor Proposals and Change Orders.

§3.6.2.10 Project Costs. The Architect shall assist the Owner in monitoring Project costs and shall assist the Contractor and Owner in monitoring the Construction Budget on all Work performed by Contractors under unit costs, actual costs for labor and materials, or other appropriate basis. The Architect shall afford access to the Owner and the Contractor at all times to any records, if kept by the Architect.

§ 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 in the General Conditions 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. The Architect administratively shall obtain Contractor's mechanic's lien waivers and Contractor's sworn statements listing subcontractors and material suppliers before issuing Payment Certificates, and if such waivers or sworn statements cannot be obtained, then the Architect's Certificates shall be conditional upon the receipt of such waivers. In no event shall the Architect be responsible for verifying that mechanic's lien waivers or sworn statements are complete, sufficient, or valid.

§ 3.6.3.2 The Architect's certificate of payment will be made in accordance with and subject to the terms and conditions of the General Conditions and 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 and approve in a timely manner, but in no event more than fourteen (14) days after submittal to the Architect, all shop drawings, samples, and submissions of the Contractor for conformance with the design concept of the Project, for compatibility with adjacent and contiguous work, systems, and services and with limitations of space, weight and services. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor. The Architect shall inspect all mockups of any aspect of the Project when requested to do so by the Owner and shall report to the Owner in writing promptly whether the mockups are consistent with the design intent of the Project and advise the Owner of any of the Architect's other comments. If applicable the Architect shall visit manufacturing plants that are manufacturing components of the building as necessary to ensure that such components, when manufactured, will be consistent with the design intent and shall report to the Owner in writing promptly following any such visit.

§ 3.6.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the architect or engineer 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.

§ 3.6.4.3 Subject to the provisions of Article 4, 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.

§ 3.6.4.4 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 shall prepare Change Order proposal requests, Change Orders and Construction Change Directives for the Owner's review and the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

§ 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.

§3.6.6.6 Record Drawings. Based on marked-up prints, drawings or data provided by the Contractors and the As Built Drawings transmitted by the Contractor, the Architect shall prepare and furnish to the Owner one (1) set of Record Drawings in the form of reproducible Drawings correctly marked to show the Project as completed in a form

agreed to by and between Owner and Architect, one (1) set of all other Contract Documents showing the Project as completed in a form agreed to by and between Owner and Architect and one (1) set of all Contract Documents showing the Project as completed on a computer medium approved by the Owner, The Record Drawings, to the best of the Architect's knowledge based upon the As-Built Drawings delivered to the Architect by the Contractors and the Architect's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the Architect as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the original Drawings.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 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 shall entitle the Architect to compensation pursuant to Section 11.2 and an appropriate adjustment in the Architect's schedule.

§ 4.2 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, materials, equipment, finishes, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 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;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .7 Assistance to the Initial Decision Maker, if other than the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Upon written request by the Architect, the Owner may provide such information as may reasonably be required for by Architect to properly perform its duties under this Agreement. However, the failure by the Owner to furnish any information to the Architect shall not relieve the Architect of any liability hereunder, nor extend the time in which the Architect is to perform such duties, unless the Architect notifies the Owner in writing that such information is necessary and that the lack of such information may impede the progress of the Project.

§5.2 The Owner may, in its sole discretion, from time to time update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not be responsible to the Architect for any damages, consequential or otherwise, for any failure to so notify the Architect. In the event that the Owner significantly increases or decreases the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall cooperate in all necessary revisions to the work of the Architect, including revisions to drawings, specifications, and other work of the Architect. Upon timely presentation of invoices reflecting any actual additional work required as a result of such change, the Architect shall be entitled to an equitable adjustment in its fee, as well as any reimbursement expenses arising therefrom.

§ 5.3 Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Architect with information and not for the purpose of determining the accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill

and judgment possessed by Owner) for errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

§ 5.4 Upon the written request of the Architect, the Owner may, at its sole discretion, furnish the services of consultants other than those designated herein and in Initial Information or authorize the Architect to furnish them as a Change in Services. The Owner shall only be requested to pay for such additional consultants if such services were not reasonably foreseeable at the outset of the Project or were otherwise caused by events beyond the direct control of the Architect.

§ 5.5 Owner's periodic review of Drawings and Specifications shall include a determination as to the Owner's approval of aesthetic aspects, space configuration, floor plan layout and general conformance to the Owner's program requirements. The Owner has no duty, however, to review the technical aspects of the Drawings and Specifications developed by the Architect with respect to the Project to identify errors, omissions or inconsistencies in the Architect's design or to determine if such design complies with all rules, regulations, codes, statutes or other governmental/regulatory requirements applicable to the Project. The Owner is relying on the Architect to provide its services in accordance this Agreement. The right of the Owner to perform plan checks, plan reviews, other reviews and/or comment upon the work of the Architect, as well as any approval by the Owner, shall not be construed as relieving the Architect from its professional and legal responsibility for services required under this Agreement. No review by the Owner, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by the Owner of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the Architect shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Architect's acts, errors and/or omissions.

§ 5.6 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.

§ 5.7 The Owner shall coordinate the Contractor'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.

§ 5.8 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 Architect. 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 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.

§ 6.5 If the Owner chooses to proceed under Section 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.

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 (a) Architect agrees that any documents, models, renderings, and other materials to be furnished to Owner or anyone in connection with this Agreement by or on behalf of Architect, or by any consultants, contractors, or others retained by Architect, and all modifications made by Architect to any documents supplied by Owner to Architect, and all written information, reports, studies, object or source codes, flow charts, diagrams, and other tangible material which have been created by Architect in order to provide services pursuant to this Agreement (collectively, the "Work Product") shall be the sole and exclusive property of Owner. Architect shall not be entitled to make any use of any of the Work Product whatsoever except as may be expressly permitted in or required by this Agreement. Architect shall deliver such Work Product (including those of persons engaged for special and consulting services) to Owner at the expiration or earlier termination of this Agreement or otherwise upon request of Owner. Architect, in consideration of Owner's execution of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably grants, assigns, and transfers to Owner all of Architect's right, title, and interest of any kind in and to the Work Product and the copyright thereof, and in all renewals and extensions of the copyright that may be secured now or hereafter in force and effect in the United States of America or in any other country or countries.

(b) As a clarification to the ownership and assignment rights set forth in subsection (a) above, the Owner acknowledges that the Drawings, Specifications and other design documents prepared by the Architect for this Project will contain innumerable design details and typical specifications ("Architect's Standard Details/Specifications") which, collectively, form part of the design for the Project but which, separately, are not Project specific, are primarily related to function as compared to design form, are repetitive in nature and were not specifically developed for or identifiable with the Project. Owner acknowledges and agrees that the Architect's Standard Details/Specifications shall remain the property of the Architect and may be used by the Architect on other projects, in other contexts and/or for other clients, so long as they are not collectively used in a manner which replicates the overall design concepts of the Project.

(c) Owner may use all Work Product in whole or in part or in modified form in connection with this Agreement or otherwise as it shall determine in its discretion, without further employment of, or additional compensation to, Architect or any consultants retained by Architect. If (1) such Work Product is to be utilized by Owner for any project subsequent to the termination of Architect's services under this Agreement, and (2) such Work Product is substantially modified by Owner in any material respect without approval of the Architect, Owner shall release, indemnify, and hold Architect harmless from and against any claim, loss, liability, damage, or expense sustained or incurred by Architect, to the extent that such claim, loss, liability, damage, or expense results from Owner's misapplication or modification of Architect's Work Product without Architect's involvement. Notwithstanding anything to the contrary contained in this section, Owner shall in no event release, indemnify, and/or hold Architect harmless if the claim, loss, liability, damage, or expense result in whole or in part from the failure of Architect (or

anyone for whom Architect may be liable under this Agreement) to comply with this Agreement in the preparation or publication of the applicable Work Product. Architect agrees to include in all of its contracts with Architects, engineers, and other consultants or contractors a provision incorporating this section.

(d) Architect warrants that title to Work Product conveyed to Owner shall be delivered free and clear of all claims, liens, charges, encumbrances or security interests. Architect agrees to execute any documents reasonably requested by Owner in connection with the registration of patent and/or copyrights or any other statutory protection in such Work Product.

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.

§ 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 conducted pursuant to the Indiana Rules of Alternative Dispute Resolution in effect at the time such claims, disputes or other matters arise. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and shall include a suggestion of three (3) names of qualified mediators. The request for mediation may be made concurrently with the filing of a lawsuit in the courts specified in paragraph 8.2.4 below but, in such event, mediation shall proceed in advance of further proceedings after the filing of the lawsuit, 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 the parties are unable to mutually agree upon the selection of a mediator from the three names proposed (or another mediator thereafter proposed by one of the parties) either party may petition the court having jurisdiction as specified herein for the issuance of a panel of mediators' names for alternate striking by Owner and Architect and appointment by the court.

§ 8.2.3 The parties shall share the mediator's fee 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 litigation in the state courts of Marion County, Indiana.

§ 8.3 ARBITRATION (NOT APPLICABLE)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Termination Without Cause:

§9.1.1 Owner may terminate this Agreement for the convenience of Owner upon not less than seven (7) days' written notice to Architect. Under such circumstances, this shall terminate on the set date set forth in such written notice.

§9.1.2 In the event that Owner terminates this Agreement as set forth in Section 9.1 above, Architect shall be entitled to payment (without duplication of any items): (A) for services satisfactorily completed prior to the date of termination; and (B) for reasonable expenses directly attributable to the termination. Architect shall not under any circumstances be compensated for anticipated profits, any part of compensation not earned as of the date of termination, or other costs not directly attributable to the termination.

§ 9.2 Termination with Cause:

§9.2.1 Owner may terminate this Agreement upon seven (7) days written notice should Architect fail to substantially perform in accordance with its terms. The following shall be considered substantial non-performance and cause for termination:

- (a) Architect and its Consultants shall fail to diligently, timely and expeditiously perform any of their respective obligations as specified in this Agreement;
- (b) Any representation made or deemed to have been made under Article 12 hereof shall prove to be untrue in any material respect;
- (c) Architect shall make a general assignment for the benefit of its creditors; a receiver or trustee shall have been appointed on account of Architect's insolvency. Architect otherwise shall be or become insolvent, or Architect shall be otherwise unable to perform due to its financial condition;
- (d) Architect (or any of its Consultants) otherwise shall be in default under the terms of this Agreement;
- (e) Architect shall fail to maintain in good standing its professional license to practice in the state in which the Project is located; or
- (f) Architect shall fail to make timely payments to its Consultants.

§9.2.2 Upon the termination of this Agreement pursuant to Paragraph 9.2.1, Owner shall have the right to deduct from any amounts due and payable to Architect hereunder to the termination date but withheld or not paid, all additional costs and expenses which Owner may incur, including, without limitation, the expense of engaging another Architect and replacing any Consultant for the Project.

§ 9.3 Rights and Remedies upon Termination:

§9.3.1 Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Architect under this Agreement, including, without limitation, the right to seek full reimbursement from Architect for all costs and expenses incurred or to be incurred by Owner by reason of Architect's default hereunder and which Owner would not have otherwise incurred if Architect had not defaulted hereunder. Architect shall not under any circumstances be compensated for lost anticipated profits, any fee portion of total Compensation, to the extent discernible, or costs resulting from the termination.

§9.3.2 Upon any termination of this Agreement in accordance with the provisions of this Article 9, Architect shall:

- (a) Discontinue all of its services from and after the date of the notice of termination, except as may be required by Owner to complete any item or portion of such services to a point where discontinuance will not cause unnecessary waste or duplicate work or cost;
- (b) Cancel, or, if so directed by Owner, transfer to Owner, all or any of the commitments and agreements made by Architect relating to the Project, including, without limitation, Architect's agreements with its consultants, to the extent same are cancelable or transferable by Architect;

- (c) Transfer to Owner, as directed, in the manner, to the extent and at the time directed by Owner, all supplies, materials and other property produced as a part of, or acquired in the performance of, Architect's Services in connection with the Project, including, without limitation, plans, drawings, CAD documentation, computer discs, programs, reports, models and photographs; and
- (d) Take such other actions as Owner may reasonably direct.

§ 9.4 Owner may, at any time and for any reason, direct Architect to delay or suspend its Services under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which Services are to be stopped. If Owner directs Architect to delay or suspend its Services for a reason other than any act or omission of Architect or consultants or any of their respective agents or employees, Architect shall be entitled only to payment of that portion of total compensation that therefore has not been paid to Architect to the date of such written direction on account of the Services actually and satisfactorily performed by it prior to such delay or suspension. Architect shall resume work upon the date specified in such direction or upon such other date as Owner may thereafter specify in writing upon reasonable notice to Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Indiana.

§ 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, as modified.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. In the event Owner retains legal counsel and/or expert consultants for the purpose of enforcing and/or defending its rights or position under this Agreement, then, as part of any judgment in favor of Owner resulting therefrom, Owner shall be awarded recovery from Architect of Owner's expenses for attorneys' and consultant's fees, plus all other costs of litigation and/or dispute resolution.

§ 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 (a) Owner shall not, under any circumstances, be liable for any damages (whether foreseen, unforeseen, actual, consequential, or otherwise) suffered by the Architect, its agents, or subcontractors (or anyone else for whom the Architect may be liable) arising from or in connection with any injury or damage suffered while on or around the specific project site or any portion thereof.

(b) Notwithstanding anything to the contrary contained elsewhere in this Agreement, in no event shall the Architect or any subcontractors claim or receive any consequential or other special damages, or lost profits on account of any claim submitted in connection with this Agreement, including, without limitation, expenses arising from Owner's performance or nonperformance of the terms of this Agreement, or otherwise, or claim damages for delay for any reason, for which the exclusive and sole remedy shall be an extension of the time for completion of the services, if such is warranted and permitted by Owner.

§ 10.8 Architect will pay when due all claims for services, material or labor incurred at Architect's request in the performance of this Contract. To the fullest extent permitted by law, Architect will indemnify, defend and hold harmless owner and the Project from and against any and all mechanics' liens or stop notices of any kind or character whatsoever that may be recorded, filed or served with respect to the Project by Architect or Architect's Consultants arising out of or in any manner connected with the performance of this Contract or any subcontract made pursuant to or in connection with the performance of this Contract. Architect will, at its own expense, defend any and all actions based upon such mechanics' liens or stop notices and will pay all charges of attorneys and all costs and other expenses arising therefrom. If Architect fails to defend any such action to which Owner is a party,

Owner may defend itself with counsel of its choice, and Architect will indemnify Owner from and against all costs and fees incurred by Owner in such action. If any such lien or stop notice is recorded or served with respect to the Project or Architect's Consultants arising out of or in any manner connected with the performance of this Contract, Architect will, at its sole cost and expense, immediately record or file, or cause to be recorded or filed, in the office of the appropriate public official in which such lien or stop notice was recorded, or with person(s) on whom such notice was served, a bond executed by a good and sufficient surety, and approved by Owner, in a sum equal to one and one-half (1-1/2) times the amount of such lien or stop notice, which bond will guarantee the payment of any amounts that Architect's Consultants may recover on the lien or stop notice together with any attorneys' fees and costs of suit in the action, if any, that such Consultants may recover therein.

§10.9 E-Verify Program. The Architect affirms under penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

§10.10 Pursuant to Ind. Code § 5-22-16.5-13(b), Architect certifies that Architect is not engaged in any investment activities in Iran.

§10.11.1 EQUAL OPPORTUNITY. The Architect and the Architect's Subcontractors shall not discriminate against an employee or applicant for employment because of race, religion, color, sex or national origin. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§10.11.2 Records. Architect shall maintain complete and accurate records of all documents associated with providing the Services under this Agreement. All such records shall be available for inspection and audit by Owner, its designee, or the Indiana State Board of Accounts. Failure to maintain accurate records and valid licenses, registrations, certifications, or insurance shall constitute breach of this Agreement and may result in termination of the Agreement.

§10.11.3 Laws, Rules, and Regulations. In performing the Services, Architect warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws and regulations relating to the environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE TERM OF THIS AGREEMENT, ARCHITECT SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME THE SERVICES ARE PROVIDED UNDER THIS AGREEMENT.

§10.11.4 Permits and Licenses. Architect and any of its consultants shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required for every aspect of the Services performed under this Agreement. At the request of Owner, Architect shall provide Owner with copies of all licenses, permits, registrations, insurance certificates, and other certificates and approvals related to performing the Services described under this Agreement. Architect and any of its employees and consultants will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing the Services to be provided by Architect pursuant to this Agreement. Owner shall not be required to reimburse Architect for any services performed when Architect or its employees, contractors or subcontractors are not in compliance with such applicable standards, laws or regulations. Architect shall give Owner immediate verbal and written notice of any revocation or cancellation of any required license, permit, registration, and insurance certificate or approval. If the Architect is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of State of Indiana showing that the entity is registered and authorized to transact business in the State of Indiana.

§10.11.5 Records; Audit. Architect shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Architect shall also maintain the financial information and data used by Architect in the submission or preparation of any cost submission, statement or summary submitted to Owner or any funding

agency. Owner shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of Architect involving any transaction related to this Agreement. The periods of access and examination as described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved.

§10.12 Non-Appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Owner shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

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.)

«Payment of the stipulated fee of _____ (\$ _____), allocated to the various phases as set forth in paragraph 11.3 below »

§ 11.2 For Additional Services designated in Section 4, if any, the Owner shall compensate the Architect as mutually agreed by Owner and Architect.

§ 11.3 Where compensation for Basic Services is based on a stipulated sum the compensation for each phase of services shall be as follows:

Schematic Design Phase	_____	percent (_____)	_____ %
Design Development Phase	_____	percent (_____)	_____ %
Construction Documents Phase	_____	percent (_____)	_____ %
Bidding or Negotiation Phase	_____	percent (_____)	_____ %
Construction Phase	_____	percent (_____)	_____ %
Total Basic Compensation	one hundred	percent (100)	100 %

§ 11.4 In the event Owner and Architect agree (as referenced in paragraph 11.2 above) that Architect will be compensated for Additional Services based in whole or in part on hourly billing rates, those rates shall be fixed as provided in Architect’s SOQ.

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.5.1 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 Fees paid for securing approval of authorities having jurisdiction over the Project; and
- .3 Architect assumes that design documents will be transmitted electronically and, therefore, Architect does not anticipate incurring copying costs. If Architect is requested to produce multiple hard copy sets of design documents, for bidding or otherwise, such copying costs shall constitute Reimbursable Expenses.

§ 11.5.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and shall be capped at _____ (\$ _____) maximum.

§ 11.6 PAYMENTS TO THE ARCHITECT

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed, net due thirty (30) days.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 Architect shall present the qualifications and obtain Owner's prior written approval of all Consultants required to carry out Architect's Basic Services. Architect shall be responsible for the services and the coordination of its employees and consultants in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall imply or establish any contractual relationship between any of Architect's employees, Consultants and Owner.

§12.2 Architect agrees that it will promptly advise Owner in the event any Consultant is unable to obtain or maintain requisite insurance coverages. Architect shall obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into an agreement with such Consultant.

§12.2.1 Architect agrees that it will contractually obligate its Consultants to promptly advise Architect of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of same. Architect assumes all responsibility for monitoring Subconsultants' insurance certificates for compliance with the insurance provisions of this Agreement.

§12.3 Architect agrees that it will contractually obligate its Consultants to indemnify and hold harmless the indemnitees identified in Article 10 to the same extent that Architect is required to indemnify and hold harmless said indemnitees pursuant to Article 10.

§12.4 Architect hereby represents for itself and its Consultants that:

- (a) Architect and its Consultants are duly qualified, licensed, registered and authorized by law to provide the professional services required by this Agreement and in the Project locale.
- (b) The Construction Documents prepared by Architect and its Consultants are or will be complete and adequate in all respects for construction of the Project. Architect shall notify Owner in a prompt and timely manner of any discussed discrepancies, inconsistencies or missing information necessary to provide complete Construction Documents for construction of the Project. Failure to notify Owner will be considered a breach of standard of professional practice set forth in Section 2.10 of this Agreement.
- (c) Architect and its Consultants are familiar with, and the Construction Documents prepared by Architect and its Consultants comply or will comply with, and the Project, if constructed in accordance with the Construction Documents, will comply with, all applicable restrictive covenants, zoning ordinances and building codes and all other applicable laws, ordinances, codes, rules and regulations and requirements of all governmental bodies and agencies having jurisdiction over the Project.

§12.4.1 To the extent permitted by law, the Architect, on behalf of itself and its agents (all of said parties are herein sometimes collectively referred to as the "Indemnitors"), waives any right of contribution against and shall indemnify, protect, defend, save and hold the Owner, all entities related to the Owner, all principals of the Owner or its related entities, their respective agents, employees, partners, and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as the "Indemnitees") harmless from and against all liability, damage, loss, claims, demands, actions, and expenses, including but not limited to attorneys' fees of any nature whatsoever that arise out of or are connected with or are claimed to arise out of or be connected with: (i) the negligent performance of work to be performed by the Architect hereunder (or any negligent act or omission of the Indemnitors), or (ii) the failure of any Indemnitor to comply with the laws, statutes, ordinances, or regulations of any governmental or quasi-governmental authority.

§12.4.2 Without limiting the generality of the foregoing, the indemnity hereinabove set forth shall include all liability, damages, loss, claims, demands, and actions on account of personal injury, death, or property loss to any Indemnitee, any of Indemnitee’s employees, agents, licensees, or invitees, or to any other persons, whether based on or claimed to be based on statutory, contractual, tort, or other liability of any indemnitor or any other persons. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands, and actions for trademark, copyright, or patent infringement, for unfair competition or infringement of any other so-called “intangible” property right, for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatever or which arise out of failure of the Indemnitors to discharge the duties specified herein. Any Indemnitee shall be entitled to recover all costs and expenses, including attorneys’ fees, from any Indemnitor whom the Indemnitee has had to compel by legal process to abide by the terms of this provision.

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 A201™–2007, General Conditions of the Contract for Construction (as modified).

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.3 Other documents:

The Indianapolis-Marion County Public Library Request for Qualifications for Planning, Programming and Design Services for the Learning Curve at Central Library, dated March 25, 2022, including any and all Addenda, attachments and/or amendments thereto (the “RFQ”), and Architect’s response thereto, dated [redacted] (Architect’s SOQ).

To the extent any terms of the various contract documents conflict, the terms of this AIA Document B101 and AIA Document A201 shall control.

« »

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

OWNER INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

ARCHITECT - [redacted]

(Signature)

« [redacted] »

« Chief Executive Officer - Interim »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)