

1316 COUNTY-CITY BUILDING  
227 W. JEFFERSON BOULEVARD  
SOUTH BEND, INDIANA 46601-1830



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CITY OF SOUTH BEND JAMES MUELLER, MAYOR  
**BOARD OF PUBLIC WORKS**

October 14, 2025

Mr. William A. Browne, Jr.  
Ratio Architects, LLC  
101 South Pennsylvania St.  
Indianapolis, IN 46204  
[WBrowne@RATIOdesign.com](mailto:WBrowne@RATIOdesign.com)

RE: Professional Services Agreement - Main Street Housing Garage and Podium

Dear Mr. Browne:

At its October 14, 2025 meeting, the Board of Public Works approved the above referenced agreement for the initial design services and program for a parking garage and podium for future development in the amount of \$145,000.

Enclosed please find the original of the agreement for your signature. Please sign and return the agreement to [hhorvath@southbendin.gov](mailto:hhorvath@southbendin.gov). Please retain a copy for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures  
HH

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

# AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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## TABLE OF CONTENTS

### Page

ARTICLE 1 – SERVICES OF ARCHITECT.....	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General .....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement .....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost .....	3
5.02 Designing to Construction Cost Limit .....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	3
6.01 Standards of Performance .....	3
6.02 Design Without Construction Phase Services .....	5
6.03 Use of Documents .....	5
6.04 Insurance .....	7
6.05 Suspension and Termination .....	7
6.06 Controlling Law .....	9
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution .....	10
6.09 Environmental Condition of Site .....	10
6.10 Indemnification and Mutual Waiver .....	10
6.11 Miscellaneous Provisions .....	11
ARTICLE 7 – DEFINITIONS.....	12
7.01 Defined Terms .....	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	15
8.01 Exhibits Included .....	15
8.02 Total Agreement.....	16
8.03 Designated Representatives.....	16
8.04 Architect's Certifications .....	16



**AGREEMENT  
BETWEEN OWNER AND ARCHITECT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Oct. 14 , 2025 (“Effective Date”) between  
Board of Public Works, City of South Bend, Indiana (“Owner”) and  
RATIO Architects, LLC (“Architect”).

Owner's Project, of which Architect's services under this Agreement are a part, is generally identified as follows:

Main Street Housing & Parking Garage  
Architect's services under this Agreement are generally identified as follows:  
See Exhibit A

Owner and Architect further agree as follows:

**ARTICLE 1 – SERVICES OF ARCHITECT**

**1.01** *Scope*

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**2.01** *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Architect as set forth in Exhibit C.
- C. Owner shall be responsible for, and Architect may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Architect may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### **3.01 *Commencement***

- A. Architect is authorized to begin rendering services as of the Effective Date.

### **3.02 *Time for Completion***

- A. Architect shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A and are hereby agreed to be reasonable.
- B. If, through no fault of Architect, such periods of time or dates are changed, or the orderly and continuous progress of Architect's services is impaired, or Architect's services are delayed or suspended, then the time for completion of Architect's services, and the rates and amounts of Architect's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Architect's services, and the rates and amounts of Architect's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Architect's performance of its services.
- E. If Architect fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01 *Invoices***

- A. *Preparation and Submittal of Invoices:* Architect shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Architect shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 35 days of receipt.

### **4.02 *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Architect and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Architect for services and expenses within 30 days after receipt of Architect's invoice, then:

- 1. ~~amounts due Architect will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

2. Architect may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all **non-disputed** amounts due for services, expenses, and other related charges. Owner waives any and all claims against Architect for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Architect of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Architect's services or compensation under this Agreement, then the Architect may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Architect for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Architect is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Architect's opinions of probable Construction Cost are to be made on the basis of Architect's experience and qualifications and represent Architect's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Architect cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Architect. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Architect, such Construction Cost limit and a statement of Architect's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Architect with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Architect assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional architectural and related engineering services performed or furnished by Architect under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at

the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Architect's services. Architect shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Architect may employ such Consultants as Architect deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Architect and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Architect and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Architect in writing any and all policies and procedures of Owner applicable to Architect's performance of services under this Agreement. provided to Architect in writing. Architect shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify, guarantee, or warrant the existence of conditions whose existence the Architect cannot ascertain. Owner agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Architect's Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Architect shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Architect have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any



failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Architect shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Architect shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Architect's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Architect.
- L. While at the Site, Architect's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Architect has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Architect shall be responsible only for those Construction Phase services expressly required of Architect in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Architect shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Architect that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Architect in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. **The Owner acknowledges the Architect's construction documents, including all electronic files, as instruments of professional services. Nevertheless, the final construction documents, including all electronic files, prepared under this agreement shall become the property of the Owner upon completion of services and payment in full of all monies due to the Engineer. Notwithstanding the foregoing, the Architect shall retain ownership of standard or typical details or designs developed by the Architect before the date of this Agreement ("Standard Details") that are incorporated in the construction documents but shall grant the Owner an unconditional, perpetual, irrevocable, royalty-free license to use the Standard Details in connection with this Project. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect.**~~All Documents are instruments of service in respect to this Project, and Architect shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Architect) whether or not the Project is completed. Owner shall not rely in any~~

way on any Document unless it is in printed form, signed or sealed by the Architect or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Architect grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Architect of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Architect, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Architect or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Architect and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Architect; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Architect at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Architect at rates or in an amount to be agreed upon by Owner and Architect.
- G. **At completion of any survey services and upon payment of monies due the Architect for those services, the Architect shall provide the owner with all survey data and drawings, upon which it will become the property of the Owner.**

- H. At completion of any traffic study services and upon payment of monies due the Architect for those services, the Architect shall provide the owner with all data and models, upon which it will become the property of the Owner.
- I. At completion of any geotechnical or material investigation services and upon payment of monies due the Architect for those services, the Architect shall provide the owner with all data, upon which it will become the property of the Owner.

#### 6.04 Insurance

- A. Architect shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Architect shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Architect.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." ~~Owner shall cause Architect and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance required herein to protect Owner's and Architect's interests in the Project. ~~Owner shall require Contractor to cause Architect and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~
- D. ~~Owner and Architect shall each~~ deliver to the **Owner** ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Architect's services and at renewals thereafter during the life of the Agreement.
- E. ~~All policies of property insurance relating to the Project shall contain provisions to the effect that Architect's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Architect or its Consultants, or any insureds, additional insureds, or loss payees thereunder.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner ~~and Architect~~ and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Architect or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Architect shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

- A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Architect.
  2. By Architect: Architect may, after giving seven days written notice to Owner, suspend services under this Agreement if Architect's performance has been substantially delayed through no fault of Architect.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By Architect:
      - 1) upon seven days written notice if Owner demands that Architect furnish or perform services contrary to Architect's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Architect's services for the Project are delayed or suspended for more than 90 days for reasons beyond Architect's control.
      - 3) Architect shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience,
    - a. By Owner effective upon Architect's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Architect to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Architect will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Architect for cause, Architect shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Architect's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Architect are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Architect (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Architect) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Architect may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Architect to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Architect and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

## 6.08 *Dispute Resolution*

- A. ~~Owner and Architect agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H.~~ If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

## 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Architect in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Architect that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Architect, exist at the Site.
- C. If Architect encounters or learns of an undisclosed Constituent of Concern at the Site, then Architect shall notify (1) Owner and (2) appropriate governmental officials if Architect reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Architect's scope of services does not include any services related to Constituents of Concern. If Architect or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Architect shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Architect is performing professional services for Owner and that Architect is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Architect:* To the fullest extent permitted by law, Architect shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the

Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Architect or Architect's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Architect in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Architect and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Architect and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Architect, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Architect waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Architect, which agree that the Agreement shall be reformed

to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 2. *Agreement* – This written contract for professional services between Owner and Architect, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  - 4. *Basic Services* – The services to be performed for or furnished to Owner by Architect in accordance with Part 1 of Exhibit A of this Agreement.
  - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Architect. Construction Cost does not include costs of services of Architect or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  - 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C.



§§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Architect to furnish services with respect to this Project as Architect’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Architect to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Architect* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Architect has entered into this Agreement and for which the Architect's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.

19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Architect as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Architect and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Architect in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Architect assigned to assist Architect at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Architect or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Architect’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Architect for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT INCLUDED~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. NOT INCLUDED~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. NOT INCLUDED~~
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- ~~K. Exhibit K, Amendment to Owner Architect Agreement. NOT INCLUDED~~

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Architect, and Owner shall designate specific individuals to act as Architect's and Owner's representatives with respect to the services to be performed or furnished by Architect and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Architect's Certifications:*

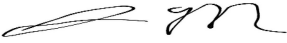
- A. Architect certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Breana Micou, Member



Murray L. Miller, Member

ATTEST:



Hillary R. Horvath, Clerk

Date: October 14, 2025

Address for giving notices:  
227 West Jefferson Boulevard  
South Bend, Indiana 46601

Designated Representative (Paragraph 8.03.A):

Abigail Magas, P.E.

Title: City Engineer

Phone Number: (574) 235-5933

Facsimile Number: (574) 235-9171

E-Mail Address: [amagas@southbendin.gov](mailto:amagas@southbendin.gov)

Architect:  
RATIO Architects, LLC

By:

Title: William A. Browne, Jr., Chief Executive Officer

Date: October 7, 2025

Architect's License No. AR0034154

State of: Indiana

Address for giving notices:  
101 South Pennsylvania Street  
Indianapolis, Indiana 46204

Designated Representative (Paragraph 8.03.A):

William A. Browne, Jr., FAIA, LEED AP

Title: Principal / Chief Executive Officer

Phone Number: 317-633-4040

Facsimile Number: 317-633-4153

E-Mail Address: WBrowne@RATIOdesign.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated October 14, 2025.

## **Architect's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Architect shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### ~~A1.01 Study and Report Phase~~

##### ~~A. Architect shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Architect's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Architect, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate [insert specific number or list here] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Architect and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~7. Furnish      review copies of the Report and any other deliverables to Owner within      calendar days of the Effective Date and review it with Owner. Within      calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_\_ calendar days of receipt of Owner's comments.~~

~~B. Architect's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

#### A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Architect shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: No additional tasks or deliverables.
6. Furnish two (2) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ninety (90) calendar days of authorization to proceed with this phase, and review them with Owner. Within fourteen (14) calendar days of receipt, Owner shall submit to Architect any comments regarding the Preliminary Design Phase documents and any other deliverables.
7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ten (10) business days after receipt of Owner's comments.

B. Architect's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  4. Perform or provide the following additional Final Design Phase tasks or deliverables: No additional tasks or deliverables.
  5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ten (10) business days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
  6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ten (10) business days after receipt of Owner's comments and instructions.
- B. Architect's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Architect is to be performed or furnished under more than one prime contract, or if Architect's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Architect shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Architect's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Architect upon which the Architect's compensation has been established under this Agreement is one. If more prime



contracts are awarded, Architect shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Architect shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
  2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
  6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
  7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: No additional tasks or deliverables.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Architect shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Architect as assigned in the Construction Contract shall not be modified, except as Architect may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Architect, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Architect and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Architect will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.] DELETED~~
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Architect, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Architect's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Architect deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Architect, ~~and the Resident Project Representative, if any,~~ are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Architect's exercise of professional judgment, ~~as assisted by the Resident Project Representative, if any.~~ Based on information obtained during such visits and observations, Architect will determine in general if the Work is proceeding in accordance with the Contract Documents, and Architect shall keep Owner informed of the progress of the Work.
  - b. The purpose of Architect's visits to, ~~and representation by the Resident Project Representative, if any,~~ at the Site, will be to enable Architect to better carry out the duties and responsibilities assigned to and undertaken by Architect during the Construction Phase, and, in addition, by the exercise of Architect's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the

Contract Documents. Architect shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Architect's observations, Architect believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Architect may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review ~~and approve~~ or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews ~~and approvals~~ or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Architect shall meet any Contractor's submittal schedule that Architect has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Architect's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply

with the requirements of the Contract Documents. Architect shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Architect in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Architect shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Architect's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Architect recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Architect's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Architect's responsibility to observe Contractor's Work. In the case of unit price work, Architect's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Architect shall not thereby be deemed to have represented that observations made by Architect to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents. Neither Architect's review of Contractor's Work for the purposes of recommending payments nor Architect's recommendation of any payment including final payment will impose on Architect responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Architect to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not

be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Architect will be limited as provided in Paragraph A1.05.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Architect considers the Work substantially complete, Architect shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].
  19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Architect may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Architect shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Architect's knowledge, information, and belief and based on the extent of the services provided by Architect under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Architect for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Architect shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Architect shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Architect shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Architect shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
*[Here list any such tasks or deliverables]*

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Architect shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Architect or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Architect's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Architect other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

20. Providing more extensive services required to enable Architect to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Architect not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Architect is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Architect need not request or obtain specific advance written authorization from Owner. Architect shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.



7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Architect and its staff with those terms of Owner's or Contractor's safety program provided to Architect subsequent to the Effective Date that exceed those normally required of architectural personnel by federal, state, or local safety authorities for similar construction sites.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Architect with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Architect to include in the Bidding Documents, when applicable.
  - B. Furnish to Architect any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
  - C. Following Architect's assessment of initially-available Project information and data and upon Architect's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Architect to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
    - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - D. Give prompt written notice to Architect whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Architect's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Architect to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Architect to enter upon public and private property as required for Architect to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Architect (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Architect and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Architect's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Architect reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Architect of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Architect data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Architect to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Architect.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Architect, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Architect as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Architect with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Architect in writing of any specific requirements of safety or security programs that are applicable to Architect, as a visitor to the Site.
- ~~S. Perform or provide the following additional services: *[Here list any such additional services]*.~~

SUGGESTED FORMAT  
(for use with E-500, 2008 Edition)

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Oct. 14, 2025.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

C2.01 *Compensation For Basic Services ~~(other than Resident Project Representative)~~ – Standard Hourly Rates Method of Payment*

A. Owner shall pay Architect for Basic Services set forth in Exhibit A, ~~except for services of Architect’s Resident Project Representative, if any~~, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Architect’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Architect’s Consultants’ charges, if any.
2. Architect’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 145,000.00 based on the following estimated distribution of compensation:
  - a. Concept Design Phase \$ 145,000.00
  - b. Preliminary Design Phase \$ \_\_\_\_\_
  - c. Final Design Phase \$ \_\_\_\_\_
  - d. Bidding or Negotiating Phase \$ \_\_\_\_\_
  - e. Construction Phase \$ \_\_\_\_\_
  - f. Post-Construction Phase \$ \_\_\_\_\_
4. Architect may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

5. The total estimated compensation for Architect's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Architect's Consultants' charges.
6. The amounts billed for Architect's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Architect's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Architect's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of February 1, 2026) to reflect equitable changes in the compensation payable to Architect.

#### *C2.02 Compensation For Reimbursable Expenses*

- A. Owner shall pay Architect for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges;~~ reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Architect for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Architect, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

#### *C2.03 Other Provisions Concerning Payment*

- ~~A. Whenever Architect is entitled to compensation for the charges of Architect's Consultants, those charges shall be the amounts billed by Architect's Consultants to Architect times a factor of.~~
- B. Factors. The external Reimbursable Expenses and Architect's Consultants' factors include Architect's overhead and profit associated with Architect's responsibility for the administration of such services and costs.

*C. Estimated Compensation Amounts:*

1. Architect's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Architect under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Architect that the total compensation amount thus estimated will be exceeded, Architect shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Architect's services for Owner's convenience. Upon notice, Owner and Architect promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Architect's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Architect so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Architect's services during the negotiations and Architect exceeds the estimated amount before Owner and Architect have agreed to an increase in the compensation due Architect or a reduction in the remaining services, then Architect shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Architect's charges and upon Owner's timely request, Architect shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Oct. 14, 2025.

### **Reimbursable Expenses Schedule**

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Current agreements for architectural services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

- Drawing Reproduction/Photographic Reproduction
- Copying
- Supplies
- Mailing/Express Mail
- Mileage/Lodging/Meals/Auto Rental/Travel
- Other, approved, miscellaneous expenses



This is **Appendix 2 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated Oct. 14, 2025.

## **Standard Hourly Rates Schedule**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

### *B. Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

#### **RATIO 2025-2026 HOUR RATES BY FIRM TITLES**

HOURLY RATES effective 08/01/25 – 07/31/26 (SUBJECT TO ANNUAL ADJUSTMENT)

Principal Partner	\$250.00 - \$350.00
Principal	\$210.00 - \$275.00
Associate Principal	\$185.00 - \$250.00
Senior Associate	\$150.00 - \$215.00
Associate	\$145.00 - \$200.00
Senior Professional	\$125.00 - \$160.00
Professional	\$105.00 - \$150.00
Graduate Professional	\$ 90.00 - \$130.00
Administrative	\$ 70.00 - \$ 85.00
Intern	\$ 65.00 - \$ 85.00

#### **American Structurepoint 2025 HOURLY RATES BY CATEGORY**

Engineering	
Principal	\$390/hr
Practice Leader / Group Leader	\$335/hr
Senior Project Manager / Team Leader	\$295/hr
Project Manager	\$260/hr
Senior Project Engineer	\$220/hr
Project Engineer	\$190/hr
Senior Staff Engineer	\$165/hr
Staff/Design Engineer	\$150/hr
Senior Technician/Senior BIM Technician	\$175/hr
Technician/BIM Technician	\$135/hr
Intern	\$90/hr

Planning	
Senior Planner	\$200/hr
Project Planner	\$160/hr
Staff Planner	\$115/hr
Senior Landscape Architect	\$180/hr
Landscape Architect	\$170/hr
Landscape Designer	\$115/hr

Survey	
Senior Registered Land Surveyor	\$225/hr
Registered Land Surveyor	\$180/hr
Senior Technician	\$170/hr
Senior Survey Crew Chief	\$200/hr
Survey Crew Chief	\$150/hr
Survey Crew Member	\$90/hr
Staff Surveyor	\$135/hr
Technician	\$105/hr
Researcher	\$145/hr
Saturday Overtime 2-man Crew	\$360/hr
Saturday Overtime Addition to Lump Sum Work	\$120/hr

#### KBSO Consulting 2025 HOURLY RATES BY CATEGORY

Principal	\$290.00
Project Manager	\$210.00
Senior Engineer	\$210.00
Construction Administration	\$170.00
Engineer	\$165.00
Senior Designer	\$165.00
Designer	\$135.00
Draftsman	\$120.00
Administrative	\$95.00
Travel Hourly	\$125.00

#### Walker Consultants 2025 HOURLY RATES BY CATEGORY

Senior Vice President	\$340
Vice President	\$320
Principal/Director	\$300
Senior Project Manager	\$280
Senior Consultant	\$280
Project Manager/Consultant	\$245
Senior Engineer/Senior Architect.	\$240
Project Engineer	\$225
Engineer/Architect	\$215
Analyst/Planner/Specialist	\$205
Assistant Project Manager/Assistant Consultant	\$210
Designer.	\$210

Senior Technician	\$190
Technician	\$175
Senior Administrative Assistant/Business Manager	\$150
Administrative Assistant	\$130
CSQ 2025 HOURLY RATES BY CATEGORY	
President	\$180.00

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated Oct. 14, 2025

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT: Main Street Housing & Parking Garage

OWNER: City of South Bend, Board of Public Works

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ARCHITECT: RATIO Architects, LLC

NOTICE DATE:

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To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Architect

The Architect hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Architect for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the architectural profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Architect.
3. This Notice is given as to the best of Architect's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Architect has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Architect's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Architect's knowledge or could reasonably have been ascertained by Architect as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### **G6.04 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Architect:

- |  |               |
|--|---------------|
| a. Workers' Compensation:  | Statutory     |
| b. Employer's Liability --   |               |
| 1) Each Accident:  | \$ 1,000,000  |
| 2) Disease, Policy Limit:  | \$ 1,000,000  |
| 3) Disease, Each Employee:   | \$ 1,000,000  |
| c. General Liability --  |               |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$ 1,000,000  |
| 2) General Aggregate:  | \$ 2,000,000  |
| d. Excess or Umbrella Liability --   |               |
| 1) Each Occurrence:  | \$ 5,000,000  |
| 2) General Aggregate:  | \$ 5,000,000  |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |               |
| Each Accident  | \$ 1,000,000  |
| f. Professional Liability --   |               |
| 1) Each Claim Made   | \$ 10,000,000 |
| 2) Annual Aggregate  | \$ 10,000,000 |
| g. Other (specify):  | N/A           |

2. By Owner:

- a. The City of South Bend is a municipal corporation organized under the laws of the State of Indiana, and is self-insured under provisions of Indiana statutes and local ordinance. Specifically, the City of South Bend maintains blanket insurance coverage over real and personal property, and is covered by a non-reverting insurance premium and liability reserve fund created by the City of South Bend, Ordinance #6657-79, pursuant to Indiana Code 34-13-3-4, as amended from time to time. Under said statute, the City's liability is limited to:
  - 1) Seven hundred thousand dollars (\$700,000) for a cause of action that accrues on or after January 1, 2008; and
  - 2) Five million dollars (\$5,000,000) for injury to or death of all persons in that occurrence;; and
  - 3) A governmental entity or an employee of a governmental entity acting within the scope of employment is not liable for punitive damages.

B. *Additional Insureds:*

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. \_\_\_\_\_  
Architect

b. \_\_\_\_\_  
Architect's Consultant

c. \_\_\_\_\_  
Architect's Consultant

- ~~2. During the term of this Agreement the Architect shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~
3. The Owner shall be listed on Architect's general liability policy as provided in Paragraph 6.04.A.

## **Limitations of Liability**

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Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

### *A. Limitation of Architect's Liability*

1. *Architect's Liability Limited to Amount of Insurance Proceeds:* Architect shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Architect or Architect's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Architect by Architect's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Architect's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Architect and Architect's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ \_\_\_\_\_~~

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Architect and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.



## **Special Provisions**

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The following is the Architect's Design Services Proposal prepared in advance of this Agreement.

October 10, 2025

Eric Horvath  
Executive Director  
Board of Public Works  
City of South Bend  
227 West Jefferson Blvd.  
Suite 1300 N  
South Bend, Indiana 46601

Re: Main Street Housing & Parking Garage  
South Bend, Indiana  
RATIO Project No. M2025.272

Dear Eric:

Thank you for choosing to engage RATIO for the design of the new parking garage associated with the Main Street Housing project. We have certainly enjoyed working with you and the city on the Rachlin Murphy Encore Center and look forward to this project expanding the use of this facility as well as supporting the new downtown housing. The following represents our design services proposal.

## **PROJECT DESCRIPTION**

The project will consist of the construction of a mixed use building which will include retail, apartments, and a parking garage located at 220 - 226 N. Main Street. The project will be developed jointly between the City of South Bend and Seven Diamonds, LLC. The City will be responsible for designing and

constructing the parking garage while Seven Diamonds will be responsible for designing and constructing the retail and housing.

The property is occupied by a surface parking lot, the loading dock for the Morris Performing Arts Center, and the City Water Works Department Building. The surface parking lot will be removed, and the City Water Works Building will be demolished. The loading dock will remain in operation during construction and following the completion of the development.

The parking garage will be constructed either as a cast-in-place structure or precast concrete structure and support the housing above and adjacent to it. The garage will contain between 475 - 500 parking spaces. The allocation of parking spaces is anticipated to be as follows:

Main Street Housing	100 Spaces
Morris Patrons	100 Spaces
Morris Staff	8 Spaces
LaSalle Apartments	86 Spaces
Hoffman Apartments	29 Spaces
ND Development	<u>150 Spaces</u>
Total	473 Spaces

The architectural character of the development will be cohesively designed to present a seamless aesthetic between all components of the project. The Seven Diamonds submittal suggests a masonry façade throughout the project. The City and Seven Diamonds will collaborate to determine the final aesthetic for the project.

The budget for the project will be established at the completion of Concept Design.

## **BASIC DESIGN SERVICES & DELIVERABLES**

RATIO will provide Basic Design Services for the project as described. These services will include architecture, civil engineering, structural engineering, and mechanical / electrical engineering for our portion of the project. This will include the architecture for the parking garage layout, the loading dock layout, the vertical circulation, and

the exterior design. The civil engineering for the entire site, the structural engineering for the parking garage, and the mechanical / electrical engineering for the parking garage will also be provided. The Specialty Design Services will include parking consultation and landscape architecture.

Our Basic Design Services will initially be limited to Programming and Concept Design to define the overall project scope. These services will include a start-up meeting with the City and Seven Diamonds to introduce the project, identify roles / responsibilities, define the program components / sizes, and establish the overall project schedule.

Following this meeting, the design teams from both entities will collaborate to create a Concept Design for the project. This will include determining vehicular circulation, vertical pedestrian circulation for ingress and egress, maintaining the loading dock functionality, and developing an overall aesthetic image for the project. The initial Concept will then be presented to the City and Seven Diamonds for review and comment.

The Concept Design will then be refined based on the comments received and a final Concept Design package completed. This package will then be estimated to identify the overall project budget and the budget for each component. The deliverables for Concept Design will include:

- Site Plan
- Single-Line Utilities Plan and Narrative
- Diagrammatic Floor Plans
- Conceptual Building Elevations
- Exterior Perspective Visualization / Rendering (Level One)
- Structural System Narrative
- Mechanical / Electrical Narrative
- Cost Estimate

The deliverables will be coordinated between the two design teams to provide a complete Concept Design package.

## **SPECIALTY DESIGN SERVICES**

### *Parking Consultation Services*

During the Concept Design phase, a narrative description of the vehicular flow, parking controls / equipment, and nesting will be provided.

### *Landscape Architecture Services*

During the Concept Design phase, a narrative description of the streetscape improvements will be provided.

#### **1. Visualizations**

Visualizations are provided as a specialty service and are available at three levels of quality. Image examples for each level of quality can be provided for the Owner's reference.

**Level One** visualizations are intended for studying aspects of the design image from native modeling software into a dedicated rendering software. Some exploration may include textural and lighting options in key spaces, material, color exploration, and investigating scale, proportion, and form.

**Level Two** visualizations are produced in dedicated rendering software to help stakeholders understand the design. These visualizations include refined materiality, representative lighting levels, and reflectivity. They also incorporate an entourage to give stakeholders a human scale.

**Level Three** visualizations are best used for publications and other media outlets at the specific request of our clients. These photorealistic renderings require heavy post-production and accurately depict materials, lighting, environmental conditions, and site context.

## **DESIGN TEAM**

### **Basic Design Services**

#### *Parking Garage*

RATIO

American Structurepoint

KBSO

Architecture, Project Management

Civil, Engineering, Structural Engineering

Mechanical / Electrical Engineering

CSQ Associates

Cost Estimating

*Housing (Provided by Seven Diamonds, LLC)*

Spalding Group

Architecture

Lynch, Harrison & Brumleve

Structural Engineering

TBD

Mechanical / Electrical Engineering

### **Specialty Design Services**

Parking Garage

Walker Parking

Parking Consultation

RATIO

Landscape Architecture

### **COMPENSATION & SCHEDULE**

Based on the Project Description, Design Services & Deliverables, and Schedule, we offer a not-to-exceed hourly fee capped at One Hundred Forty-Five Thousand Dollars (\$145,000.00). This fee is scheduled as follows:

<b>BASIC DESIGN SERVICES</b>	<b>DURATION</b>	<b>FEE</b>
Concept Design Phase	2 - 3 Months	\$ 120,000.00
Schematic Design Phase		\$ -
Design Development Phase		\$ -
Construction Documents Phase		\$ -
Procurement Phase		\$ -
Contract Administration Phase		\$ -
<b>TOTAL</b>		<b>\$ 120,000.00</b>
Right-Click table, Select Object, then "Open" to edit table in Excel; Total will autosum		

If the project duration extends beyond the above schedule, RATIO reserves the right to issue a request for Additional Services.

<b>SPECIALTY SERVICES</b>	<b>FEE</b>
PARKING CONSULTATION	\$12,000.00
LANDSCAPE ARCHITECTURE	\$11,000.00
VISUALIZATIONS (LEVEL ONE, TWO EXTERIOR VIEWS)	\$2,000.00
<b>TOTAL</b>	<b>\$ 25,000.00</b>
Right-Click table, Select Object, then "Open" to edit table in Excel; Total will autosum	

ARCHITECTURE	45%	\$	54,000.00
CIVIL	14%	\$	16,500.00
STRUCTURAL	17%	\$	20,000.00
MEP	13%	\$	15,000.00
COST ESTIMATING	12%	\$	14,500.00
<b>TOTAL</b>	<b>100%</b>	<b>\$</b>	<b>120,000.00</b>
Right-Click table, Select Object, then "Open" to edit table in Excel; Percentages will auto-populate and fee will autosum			

## REIMBURSABLE EXPENSES

Expenses attributable to your project are in addition to the compensation and will be invoiced as a Reimbursable Expense at 1.10 times the item's cost. Expenses may include:

- Drawing Reproduction/Photographic Reproduction
- Copying
- Supplies
- Mailing/Express Mail
- Mileage/Lodging/Meals/Auto Rental/Travel
- Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed **Five Thousand Dollars (\$5,000.00)**. We will only invoice for expenses incurred in the interest of the project and provide backup receipts with our invoices as required. Any amounts remaining within this estimate at project completion will be returned to the Owner in full.

The survey for the project site has been handled under a separate purchase order.

## **ASSUMPTIONS AND EXCLUSIONS**

The following services are not included in Basic or Specialty Services unless explicitly stated elsewhere in this proposal. If needed, they may be provided as an Additional Service.

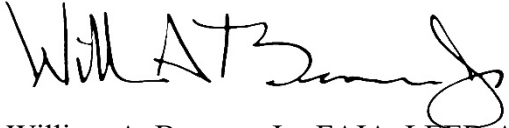
- LEED or other sustainability documentation and certification
- Energy modeling or analysis
- Commissioning and enhanced commissioning
- Building envelope or waterproofing consultant services
- Site surveys, utility locates, legal descriptions, or title reports (Completed separately)
- Geotechnical investigation and soil testing
- Traffic studies or transportation analysis
- Zoning changes, variances, or PUD applications
- Public agency hearings or community meetings
- Visualizations beyond those identified (renderings, flythroughs, VR, or animations)
- Physical presentation models
- Design or specification of IT, data, phones, or AV systems
- Acoustical design
- Security system design or consulting
- Signage and wayfinding design
- Value engineering redesigns beyond one iteration

Please review this proposal and, if it is acceptable, return an executed original for our records. We will draft and provide it for your review. The fees for services contained in this proposal are valid for sixty (60)

days from the date of this letter. Once executed, this proposal will authorize the start of services until a final agreement is completed. If you have any questions, do not hesitate to contact me directly.

Thank you for engaging RATIO for this important City project.

All the best,



William A. Browne, Jr., FAIA, LEED AP

Principal / Chief Executive Officer

RATIO Architects, LLC

cc: Patrick Sherman – City of South Bend

Scott Hunt, [Contracts@RATIOdesign.com](mailto:Contracts@RATIOdesign.com) - RATIO

**AUTHORIZATION TO PROCEED FOR MAIN STREET HOUSING & PARKING GARAGE  
ON BEHALF OF: CITY OF SOUTH BEND**

Signature:

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Printed Name:

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Title:

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Date:

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## GENERAL TERMS AND CONDITIONS

**STANDARD OF CARE:** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

**BILLING/PAYMENT:** Payments shall be made monthly in proportion to the services performed. Invoices are issued monthly and are payable upon receipt. Amounts unpaid thirty (30) days after the invoice date shall accrue interest at the rate of one and one-half percent (1.5%) per month. The Owner's obligations under this Proposal are not contingent on obtaining financing or grant funding for any amounts payable.

**INSURANCE:** The Architect shall maintain insurance as specified below until the completion of the Architect's services. If additional coverage is needed beyond the Architect's standard, the Owner will reimburse the Architect for these costs.

GENERAL	LIABILITY	WORKER'S COMPENSATION
\$1,000,000 each occurrence limit, \$2,000,000 general aggregate		\$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit

AUTOMOBILE	LIABILITY	PROFESSIONAL	LIABILITY
\$1,000,000 each accident for Hired and Non-Owned Autos used in the performance of services.		\$5,000,000 per claim, \$5,000,000 in the aggregate	

**ADDITIONAL SERVICES:** Any work required beyond the defined Basic and Specialty Services must have written authorization and will be billed at either the current hourly rates or a mutually agreed lump sum fee. Services provided by the Architect on an hourly basis will follow the current fiscal year's Standard Hourly Rate Schedule.

**ACCESS TO THE SITE:** The Owner shall provide the Architect and the Architect's Consultants access to the project site before the Work commences and shall obligate the Contractor to provide the Architect and the Architect's Consultants access.

**VALUE ENGINEERING:** If RATIO is not responsible for preparing the cost estimate, one round of value engineering recommendations will be provided at no additional cost as part of Basic Services. Any further revisions to the Construction Documents to align with the Owner's budget, including redesigns or substitutions, will be Additional Services. Modifications required due to market conditions beyond the Architect's reasonable anticipation are also Additional Services.

**USE OF DOCUMENTS:** All drawings and documents are the Architect's property, including all associated intellectual property, copyrights, and trademarks. Upon full payment, the Owner is granted a limited, non-transferable license to use them solely for the construction, use, and maintenance of this Project. Reuse or modifications without the written approval of the Architect are prohibited.

**CONSEQUENTIAL DAMAGES:** The Architect and Owner waive against one another any and all consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Proposal.

**BETTERMENT (VALUE ADDED):** The Owner and the Architect acknowledge the "value-added" rule, "betterment" or "added first benefit" rule. The Architect shall not be liable for costs incurred by the Owner in correcting a negligent error or omission in design if the costs would

have been incurred by the Owner anyway had the design been performed properly in the first place. The goal of compensatory damages is intended to restore the parties to their prior position, not to give the Owner a better result or require payment for the same work twice.

**DISPUTE RESOLUTION:** Any dispute arising from or related to this Proposal or an eventual agreement between the Architect and Owner shall first be submitted to mediation before any binding resolution. If a lien is involved, the Architect may take necessary legal steps to meet lien notice or filing deadlines. If mediation fails, disputes shall be resolved through Private Judge Litigation.

**TERMINATION OR SUSPENSION:** If the Owner fails to pay the Architect, it will be deemed substantial nonperformance, allowing the Architect to terminate or suspend services with seven (7) days' written notice. The Architect will not be liable for any delays or damages due to the suspension. Before services resume, the Owner must pay all amounts due and cover any related expenses, with fees and schedules adjusted accordingly.

**GOVERNING LAWS:** This Proposal shall be governed by the law of the principal place of business of the Architect, excluding that jurisdiction's choice of law rules.

**ASSIGNMENT:** Neither party may assign this Proposal without the other party's written consent.

**HAZARDOUS MATERIALS:** Unless otherwise required in this Proposal, 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.

**ABANDONMENT:** If the project is abandoned, in whole or in part, payment for the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

**LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the Architect's total liability for all claims, damages, losses, or expenses of any kind shall not exceed the total fee paid for services on this project, regardless of the cause, including but not limited to negligence, errors or omissions, strict liability, breach of contract, or warranty.

**INDEMNIFICATION:** Each party shall indemnify and hold harmless the other, and its officers, employees, and consultants, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, but only to the extent caused by the indemnifying party's negligent acts or omissions. The Architect's obligations to indemnify and hold the Owner harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section shall be limited to the available proceeds of the insurance coverage required by this Proposal.

**FORCE MAJEURE:** Each party's obligations under this Proposal are excused if performance is delayed, interrupted, or prevented by a force majeure event. "Force majeure" includes events such as fire, acts of God, government actions, national emergencies, strikes, pandemics, epidemics, unusual transportation delays, and other causes beyond the reasonable control of the Architect or Owner. Both parties will make reasonable efforts to mitigate the impact of such events.

**FEDERAL ENERGY EFFICIENCY PROGRAMS:** RATIO and its consultants may pursue the 179D Energy Efficient Buildings tax deduction for publicly funded projects. This requires the Owner to sign the allocation letter and allow our engineer to have brief site access. By signing this Proposal, the Owner agrees to provide the required signature a

**BOARD OF PUBLIC WORKS  
AGENDA ITEM REVIEW REQUEST FORM**

Date: 10/09/2025

Name: **Patrick Sherman**

Department of Public Works – Engineering Division

BPW Date: 10/14/2025

Phone Extension: 5601

**Required Prior to Submittal to Board**

BPW Attorney X Attorney Name

Dept. Attorney ☐ Attorney Name **Michael Schmidt**

Purchasing ☐ \_\_\_\_\_

**Check the Appropriate Item Type – Required for All Submissions**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Professional Services Agreement | <input type="checkbox"/> Contract            | <input type="checkbox"/> Proposal   |
| <input type="checkbox"/> Open Market Contract                       | <input type="checkbox"/> Amendment/Addendum  | <input type="checkbox"/> Special Purchase, QPA                                  |
| <input type="checkbox"/> Bid Opening                                | <input type="checkbox"/> Bid Award           | <input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet |
| <input type="checkbox"/> Quote Opening                              | <input type="checkbox"/> Quote Award         | <input type="checkbox"/> Reject Bids/Quotes                                     |
| <input type="checkbox"/> Proposal Opening                           | <input type="checkbox"/> C/O & PCA No. _____ | <input type="checkbox"/> PCA  |
| <input type="checkbox"/> Chg. Order, No. _____                      | <input type="checkbox"/> Traffic Control     | <input type="checkbox"/> Resolution   |
| <input type="checkbox"/> Other: _____                               |  | <input type="checkbox"/> Ease./Encroach   |

**Required Information**

Company or Vendor Name

Ratio Architects, LLC

New Vendor

☐ Yes ☐ If Yes, Approved by Purchasing

☒ No

MBE/WBE Contractor

☐ MBE

Completed E-Verify Form Attached

☐ Yes

☐ WBE

☐ No

Project Name

Main St Housing Garage and Podium

Project Number

125-065

Funding Source

PROJ00000662

Account No.

PR-00043667

Amount

\$145,000.00

Terms of Contract

EJCDC

**Special Contract Provisions**

N/A

Purpose/Description

***Initial design services and program for a parking garage and podium for future development.***

**For Change Orders Only**

Amount of	<input type="checkbox"/>	Increase	\$
	<input type="checkbox"/>	Decrease	(\$ )
Previous Amount			\$
		Increase	%
Current Percent of Change:		Decrease	( %)
New Amount			\$
		Increase	%
Total Percent of Change:		Decrease	( %)
Time Extension Amount:			
New Completion Date:			