

CON-2024-0422



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Fire Station 156 and Fleet Design Services - CRFD)**

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

RS&H, INC., a Corporation, 102 E. Moreno Avenue, Colorado Springs, Colorado 80903 (“Consultant” or “Architect”).

RECITALS:

- I. The Town issued a Request for Proposals from qualified consultants with expertise in architectural design services.
- II. Consultant timely submitted its Proposal.
- III. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** The Parties agrees to incorporate by reference AIA Document B133 – 2019 Standard Form of Agreement Between Owner and Architect (“Form B133”), attached hereto as *Exhibit 1*. Consultant shall provide all of the services as set forth in Article 3 of Exhibit 1 (“Services”). Additionally, Consultant shall comply to all responsibilities set for in Article 2 of Exhibit 1. Although not included within the scope of Services, the Parties agree that construction of Castle Rock Fire State 156 and Fleet Facility may require Supplemental and Additional Services. Consultant agrees to provide only the supplemental services designated in Article 4 of Exhibit 1.

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in Consultant’s Fee Proposal, attached hereto as *Exhibit 2*. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed \$714,930.00, unless authorized in writing by Town. The Town reserves the right to withhold payment if Consultant fails to provide satisfactory Services.

3. **Term/Completion.** The term of this Agreement shall commence on September 4, 2024 and expire on June 1, 2027 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) years under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall provide adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement.

4. **Termination.** Subject to Provision 6, stated below, the terms and conditions of Article 9 of Exhibit 1 control as to this Section 4.

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5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

7. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

8. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice

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has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability and Automobile Liability, Consultant and subconsultant’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers’ Compensation and Employer’s Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

9. **Colorado Governmental Immunity Act.** The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

10. **Indemnification.** The terms and conditions of Article 8, Section 8.1.3, of Exhibit 1 control as to this Section 10.

11. **Delays.** Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor

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disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

12. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

13. **Timing.** Consultant recognizes the importance of meeting the schedule that is applicable to its Services, and shall perform its Services to meet the schedule as expeditiously as is consistent with the Standard of Care and orderly progress of the project(s). If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

14. **Default and Remedies.** In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies in such legal action. In addition, no party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

15. **Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

16. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

17. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.

18. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.

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19. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

20. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

21. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.

22. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

23. **Independent Consultant.** Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. The Parties understand and agree that no employer/employee relationship is established upon execution of the Agreement. Consultant represents and warrants it is free from the Town's direction and control in the performance of Consultant's obligations under this Agreement. Consultant represents that the Town does not control the manner and method in which Consultant performs the Services. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by the Town, except as would apply to members of the general public. Consultant is solely responsible for paying any tax obligation applicable to the monies received from the Town in accordance with Section 2, Payment. Consultant shall not create any indebtedness on behalf of the Town.

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24. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

25. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

26. **Survival.** All terms and conditions of this Agreement which by their nature must survive termination or expiration of the Term shall so survive. Without limiting the foregoing, Consultant's warranty, insurance, and indemnity obligations shall survive for the relevant statute of limitations periods, plus the time necessary to resolve any claims, matters or actions commenced within such periods.

27. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

28. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

29. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit 1; and (3) Exhibit 2.

ATTACHED EXHIBITS:

EXHIBIT 1 – FORM 133

EXHIBIT 2 – FEE PROPOSAL: CASTLE ROCK FIRE STATION 156 AND FLEET FACILITY

EXHIBIT 3 - CONSULTANT'S CERTIFICATE OF INSURANCE

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ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Norris W. Croom, III, Fire Chief

CONSULTANT:

RS&H, INC.

By: _____
DocuSigned by:
Richard Hammett
B445619711B34AD...
Its: _____
Sr Vice President

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EXHIBIT 1

FORM 133

DRAFT AIA® Document B133® - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «4th» day of «September» in the year «2024»

BETWEEN the Architect's client identified as the Owner:

«Town of Castle Rock»«, a Colorado municipal corporation»
«100 N. Wilcox Street»
«Castle Rock, Colorado 80104»
« »

and the Architect:

«RS&H, Inc.»«, Colorado Springs Office»
«102 E Moreno Ave»
«Colorado Springs, CO 80903»
« "the Architect" »

for the following Project:

«Castle Rock Fire Station 156 and Fleet Facility»
«Currently unaddressed property, at the Town of Castle Rock Cobblestone Open Space,
on the west side of the intersection of Castle Oaks Drive and Pleasant View Drive»
«Design of a newly constructed building, described as an adjoined fire station and fleet
facility, of approximately 22,000 SF total, with appropriate site improvements on
approximately 2.5 acres of otherwise undeveloped land.»

The Construction Manager (if known):

Unknown at the date of execution. To the extent the Owner appoints a Construction
Manager after execution, the Owner shall provide notice of same to the Architect in
writing. »« »
« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner’s program for the Project:

«The Owner’s program as described in the Request For Proposal dated May 20,2024 (the “Request for Proposal”) includes the following major elements:

- Fire Station 156 – Approximately 12,800 Square Feet. Generally, includes a living facility with 7 bedrooms, an apparatus bay for 6 vehicles in a tandem configuration, and storage and equipment bay.
- Fleet Facility Building – Approximately 9,200 Square Feet. Generally, includes an apparatus bay for 6 vehicles in a tandem configuration, equipment storage, material storage, and shop space. Welding and body work will be included. Painting will be limited and performed in an “open air” situation. Paint storage will be in an appropriate cabinet.
- Storage Shed - Approximately 200 Square feet.
- Site & Parking – Employee parking for 12 Fire and 8 Fleet, plus visitors. Circulation, maneuvering and apron parking will accommodate apparatus, the largest of which are: 109’ Aerialcat Ladder with a 236” wheel base and Pierce Aerial HD Ladder with a 253” wheel base. Fuel Station.

This program and its more detailed breakdown will be verified during conceptual design, and will refined as necessary during the remainder of the design process. If changes to the program during design or construction are required, a modification to the Architect’s fees, in the form of Additional Services where applicable, will be proposed to the Owner and mutually agreed upon prior to alteration of the scope of work.»

§ 1.1.2 The Project’s physical characteristics:

«The approximate overall building size is 22,000 square feet, with site improvements on approximately 2.5 acres. The project site is a currently unaddressed property, at the Town of Castle Rock Cobblestone Open Space, on the west side of the intersection of Castle Oaks Drive and Pleasant View Drive. The property will be defined through plat creation and zoning, by the Town.

The following is a general description of the site as laid out in the Request For Proposal, but is not a legal description, nor has it yet been verified by the Architect. The primary build site is approximately 325 feet by 325 feet, with four square corners. The eastern edge of this primary build site is approximately parallel to Castle Oaks Drive and set back from the edge of Castle Oaks Drive by approximately 35 feet. The northern edge of this primary build site is square to the eastern edge and approximately centered on the intersection between Castle Oaks Drive and Pleasant View Drive. Immediately adjacent to the primary build site, along the south side, is a trapezoidal area for on-site stormwater treatment of approximately 290 feet by 120 feet at the short end and 196 feet at the large end. The northeast corner of this trapezoidal area is collocated with the southeast corner of the primary build site, the eastern edge is aligned with the eastern edge of the primary build site, and western edge of the trapezoid moves east as the area proceeds south. To the north of the primary build site is another area, approximately 200 feet by 325 feet, identified as "Open Space parking and amenities." The eastern edge of this area is aligned with the eastern edge of the primary build site, has square corners, and its southern edge is collocated with the northern edge of the primary build site. Parks and Open Space is responsible for the improvements identified within their area, but this area should be reserved for their use in the future. This project will design and construct the common access drive, the Fire Station & Fleet Facility, detention, and any other public improvements required to complete the work. Parks & Open Space will be responsible for the Trailhead design and construction.

Portions of each of these three listed areas are within the flood plain of the creek adjacent to the property on the west, including some of the proposed parking in both the primary build site and the Open Space parking. The flood plain does not overlap the stormwater treatment pond as illustrated, nor the proposed building footprint itself.

The Owner will provide ALTA survey, design level survey, environmental survey, geotechnical investigation, and any required traffic study, and utility studies.»

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

«The Owner’s total construction budget is \$12,500,000, with anticipated soft costs of an additional \$600,000.

The construction budget is composed of \$8,800,000 for the fire station and associated site, \$3,490,000 for the fleet facility and associated site, and \$210,000 for the stormwater treatment pond.

Soft costs are composed of \$450,000 in development fees and permits, and \$150,000 in direct services and fees.

An additional \$1,000,000 is budgeted for network, furniture, fixtures, and equipment.»

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

- .1 Design phase milestone dates, if any:
 - «Aug 20, 2024 – Contract Award
 - Aug 27, 2024 – Project Kickoff
 - Sep 10, 2024 – Conceptual Design Submittal
 - Oct 29, 2024 – Schematic Design Submittal
 - Dec 30, 2024 – Design Development Submittal
 - Apr 21, 2025 – Construction Documents Submittal»
- .2 Approximate construction commencement date:
 - «September 2025»
- .3 Approximate substantial Completion date or dates:
 - «September 2026»
- .4 Other milestone dates:
 - «Construction Manager will join the team during the design development phase, between October and December of 2024.»

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

[**«X»**] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[**« »**] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

«Not applicable»

§ 1.1.7 Reserved.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

«Fire Chief Norris W Croom III, Castle Rock Fire and Rescue Department»
«300 Perry Street, Castle Rock CO 80104»
«NCroom@crgov.com»

The Owner has also identified a third-party owner’s representative (who shall not be considered or designated as a third-party beneficiary of Owner)

«Gary Cahill, Dunakilly Management Group»
«1979 W. Littleton Blvd, Littleton, CO 80120»
«cahill@dunakilly.com»

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

«Not Applicable»

§ 1.1.10 The Owner shall retain the following consultants and contractors:

.1 Construction Manager:

«To be determined, process complete between October and December of 2024»

.2 Land Surveyor:

« » « » If the identity of the Land Surveyor is unknown at the date of execution: To the extent the Owner appoints a Land Surveyor after execution, the Owner shall provide notice of same to the Architect in writing.

« »
« »
« »
« »

.3 Geotechnical Engineer:

« » « » If the identity of the Geotechnical Engineer is unknown at the date of execution: To the extent the Owner appoints a Geotechnical Engineer after execution, the Owner shall provide notice of same to the Architect in writing.

« »
« »
« »
« »

4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

«Third Party Owner’s Representative:
Gary Cahill, Dunakilly Management Group
1979 W. Littleton Blvd, Littleton, CO 80120
cahill@dunakilly.com»

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

«Amy Umiamaka, RS&H, Inc.»
«102 E Moreno Ave, Colorado Springs CO 80903»
«amy.umiamaka@rsandh.com»
« »
« »
« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Jon Dietrich»«»
«MGA Structural Engineers, Inc»
«115 S Weber Street #101, Colorado Springs CO 80903»
«jon@mgase.com»
« »

.2 Mechanical Engineer:

«Mark Bankson»« »
«Bridgers and Paxton»
«1365 Garden of the Gods Rd Suite 260, Colorado Springs CO 80907»
«wmbankson@bpce.com»
« »

.3 Electrical Engineer:

«Steve Taylor »« »
« Bridgers and Paxton»
«1365 Garden of the Gods Rd Suite 260, Colorado Springs CO 80907»
«smtaylor@bpce.com»
« »

.4 Civil Engineer:

«Matt Erichsen»« »
«Kiowa Engineering Corporation»
«5951 Middlefield Road Suite 200, Littleton CO 80123»
«merichsen@kiowaengineering.com»
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

«Landscape Architecture:
Mark Wilcox

DHM Design Corp
900 S Broadway Ste 300, Denver, CO 80209
mwilcox@dhmdesign.com

Cost Estimating prior to CMGC retention:
Bob Stanton
Stanton Construction Inc
1812 Fenmore Place, Colorado Springs CO 80905
robert.j.stanton@stantonconstinc.com

Energy Modeling and Envelope Consulting:
Lauren McNeil
Group 14 Engineering, PBC
1325 East 16th Avenue, Denver, Colorado 80218
lmcneill@group14eng.com

Low Voltage Design, Alarming System:
Shawn Tank
Low Voltage Installations, Inc
5160 Parfet St Unit A4, Wheat Ridge CO 80033
shawn@lvoltage.com»

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

«

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation in writing. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The parties agree that all budget adjustments must be appropriated and approved by Town of Castle Rock’s Town Council if the cost of Services amount stated in Article 11, Compensation. Until budget adjustments have been approved as set forth herein, RS&H shall not be required to move forward with any Services, work, or Additional Services.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”).

The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 Reserved.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect shall provide those services as set forth in Exhibit A ("Basic Services").

§ 3.2 The Architect's Basic Services generally consist of those described in Exhibit A and as set forth by this Article 3. Basic Services not set forth in Exhibit A or this Article 3 are Supplemental or Additional Services. In the event of any conflict between Exhibit A and this Article 3, Exhibit A shall control.

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

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

§ 3.2.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.2.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.2.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.2. The Architect shall respond to applicable design requirements imposed by governmental authorities and entities.

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

§ 3.2.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager and as an Additional Service, provide clarification or interpretations pertaining to the Drawings, Specifications, and other

documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.3 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.3.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect observes any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.3.2 Upon authorization by the Owner, as an Additional Service, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.4 Schematic Design Phase Services

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

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

§ 3.4.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall endeavor to reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.4.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.4.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. However, the Architect shall not be responsible for any party's means and methods.

§ 3.4.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.4.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the

Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.4.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.5 Design Development Phase Services

§ 3.5.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.5.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.5.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.6 Construction Documents Phase Services

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

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

§ 3.6.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.6.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.6.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the

Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies visually observed in the Work.

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

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

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

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Construction Manager

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction

Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.7.4 Submittals

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall exercise the Standard of Care in its performance. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.7.5 Changes in the Work

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

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work for one (1) year after completion of the Services.

§ 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall:

- .1 conduct visual inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work generally complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check general conformance of the Work with the requirements of the Contract Documents and (2) verify the general accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner's Selection with advice from Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	CMGC
§ 4.1.1.13 Cost estimating	Architect in Conceptual and Schematic Design, CMGC thereafter
§ 4.1.1.14 On-site project representation	Architect, at specified meetings only
§ 4.1.1.15 Conformed documents for construction	Architect as necessary
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	CMGC
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Owner
§ 4.1.1.24 Commissioning	Minimum required by energy code, Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Concepts by Architect, final design and specification by third party consultant of Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not provided
§ 4.1.1.29 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

«§ 4.1.1.1 Assistance with Selection of Construction Manager – Architect will provide advice to Owner as requested during the selection of Construction Manager process. Architect will sit in on interviews with CMGC candidates. Architect will not create solicitation documents or participate in the advertising process.

§ 4.1.1.2 Programming – Architect will verify the program presented in the RFP with the Users and Town representatives, and adjust as necessary within reason.

§ 4.1.1.3 Multiple Preliminary Designs – Architect will create a minimum of three and maximum of five alternate preliminary designs for consideration. Based on previous feedback from the Owner, the preliminary

alternatives are not expected to alter the floorplan significantly from that shown in the scope of work, though the Architect does not exclude that possibility as the project proceeds through conceptual and schematic design, at the discretion of the project team and as directed by the Owner. Facility elevations will have significant variants in these preliminary design alternates for presentation to the Owner and the public for feedback. The decision for the exterior look of the facility will be made by the Owner.

§ 4.1.1.4 Measured drawings – Architect will provide drawings to scale, with dimensions printed upon them within the professional standard of care and as otherwise determined to be necessary during design to support accurate construction.

§ 4.1.1.6 Site evaluation and planning – The project site has already been selected by the Owner, and preliminary planning has been provided as an attachment to the RFP. Additional evaluation as required for design will be performed by the Architect and its subconsultants during the design process.

§ 4.1.1.7 Building Information Model management responsibilities – The project drawings will be created primarily in Autodesk Revit, edition year to be determined by the Architect. The Architect shall retain responsibility for the creation of the central BIM model and its management. The Architect's subconsultants shall be responsible for the creation of BIM models specific to their disciplines where applicable. This is expected to include a Mechanical / Plumbing BIM model, an Electrical BIM model, and a Structural BIM model. Other disciplines may be prepared in Revit or AutoCAD at their discretion. Digital files will be linked into the central BIM model for coordination purposes. The BIM model will remain the property of the Architect.

§ 4.1.1.9 Civil engineering – Civil engineering services will be provided by a subconsultant of the Architect.

§ 4.1.1.10 Landscape design – Landscape design services will be provided by a subconsultant of the Architect.

§ 4.1.1.11 Architectural interior design – Interior materials will be selected by the Architect. Where a specific manufacturer is not identified, performance specifications will be provided that must be met. Where the Architect identifies a specific material by manufacturer's name, it is expected that this product will be bid by the Contractor and included in the construction. Alternates will be considered during design by CMGC's suggestion, and during construction if required by circumstances.

§ 4.1.1.13 Cost estimating – Architect's subconsultant will provide an opinion of probable cost for conceptual and schematic designs. This service is expected to be taken over by the CMGC at Design Development.

§ 4.1.1.14 On-site project representation – Architect will attend meetings in person during design, and will attend on-site meetings at specific times during construction. Architect will NOT provide permanently on-site personnel during construction.

§ 4.1.1.15 Conformed documents for construction – Drawings without the professional seals may be provided if requested.

§ 4.1.1.16 As-designed record drawings – The approved permit drawings shall be considered the as-designed record drawings.

§ 4.1.1.22 Telecommunications/data design – The locations for telecom and data outlets and conduits serving between those outlets and the source will be designed by the Architect's subconsultant. End point equipment and cabling will be designed and provided by the Owner.

§ 4.1.1.24 Commissioning – Commissioning will be provided by the Architect's subconsultant only to the minimum degree required by the International Energy Conservation Code adopted by the Owner at time of permitting. Testing and Balancing services will be provided by the CMGC.

§ 4.1.1.27 Furniture, furnishings, and equipment design – Architect will use generic furniture and equipment to represent the amount of space and general layout of FF&E in any given room within the project, for the Owner's consideration. The actual products will be designed by a third-party consultant to the Owner, with Architect's concept as a guide. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

«§ 4.1.1.5 Existing facilities surveys – These will be provided by the Owner as described in the RFP.

§ 4.1.1.23 Security evaluation and planning – This will be provided by Town staff.

§ 4.1.1.27 Furniture, furnishings, and equipment design – Architect will use generic furniture and equipment to represent the amount of space and general layout of FF&E in any given room within the project, for the Owner's consideration. The actual products will be designed by a third-party consultant to the Owner, with Architect's concept as a guide.»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit,

Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the negligent fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a

careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «Fifty-two» («52») visits to the site by the Architect during construction
- .3 «Two» («2») observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») observations for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «Thirty» («30») months of the date of this Agreement, through no fault of the Architect's deviation from the Standard of Care, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land,

rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

«N/A»

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

«The Owner may NOT continue using the Architect's Instruments of Service in the event of termination»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum

«Seven hundred Fourteen thousand Nine hundred Twenty dollars (\$714,920.00)»

.2 Percentage Basis

« N/A » («N/A») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

«N/A»

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

«Included in stipulated sum listed in section 11.1»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

«Additional services will typically be proposed by fixed fee modifications to the contract amount prior to beginning the additional work, and incorporated as such upon agreement and authorization by the Owner. Architect will assemble

these proposals using anticipated time required, multiplied by the hourly rates of the Architect and its subconsultants as applicable. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «five» percent («5» %), or as follows:

«As included in fixed fee proposals for additional work described in section 11.3.»

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

Schematic Design Phase	«Twenty-One»	percent («21»	%)
Design Development Phase	«Twenty-Two»	percent («22»	%)
Construction Documents Phase	«Thirty-Two»	percent («32»	%)
Construction Phase	«Twenty-Five»	percent («25»	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

«See table below»

Employee or Category	Rate (\$0.00)
Principal / QC Manager	\$249.51
Senior Architect	\$249.51
Architect	\$125.44
Arch. Tech Staff	\$93.11
Admin Staff	\$125.21
Consultants (average – further detail can be provided if required)	\$150.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus «zero» percent («0» %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

«N/A»

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «N/A» (\$ «N/A») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «N/A» (\$ «N/A») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

«N/A» % «N/A»

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

The Town of Castle Rock Services Agreement, in which this Agreement is incorporated.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, as incorporated into the Town of Castle Rock Services Agreement, -represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 Building Information Modeling Exhibit, if completed:

«N/A»

.3 Exhibits:

[« »] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

« »

[« »] Other Exhibits incorporated into this Agreement:

« »

.4 Other documents:

«

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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

CON-2024-0422



EXHIBIT 2

FEE PROPOSAL: CASTLE ROCK FIRE STATION 156 AND FLEET FACILITY

Fee Proposal: Castle Rock Fire Station 156 and Fleet Facility

RFP Date: May 20, 2024
June 13, 2024

CSFD Station #25 Remodel Project	Prime	Consultant & Discipline							Consultant SubTotal	HB&A / RS&H Consultant Markup	Total Fee per Phase	Rounded Fees per Phase
	HB&A / RS&H	DHM	Bridgers & Paxton	MGA	Kiowa	Group 14	Low Volt Inc	Stanton Constuction Inc				
	Architecture, Bldg Code, ADA	Landscape Architect	Mech., Plumb., Elect., Tech.	Structural Engineering	Civil Engineering	Code Energy Model/Commissioning	Low Volt and Security	Cost Estimating		5.0%		
Program Verification	\$ 13,810.55	\$ 4,420.00	\$ -	\$ -	\$ 6,540.00	\$ 2,500.00	\$ -	\$ -	\$ 13,460.00	\$ 673.00	\$ 27,943.55	\$ 27,940.00
Public Outreach	\$ 6,179.49	\$ 3,120.00	\$ -	\$ -	\$ 3,975.00	\$ 1,200.00	\$ -	\$ -	\$ 8,295.00	\$ 414.75	\$ 14,889.24	\$ 14,890.00
Schematic Design	\$ 25,988.78	\$ 10,020.00	\$ 29,019.00	\$ 8,175.00	\$ 12,800.00	\$ 12,600.00	\$ -	\$ 6,500.00	\$ 79,114.00	\$ 3,955.70	\$ 109,058.48	\$ 109,060.00
Design Development	\$ 53,645.62	\$ 9,480.00	\$ 41,295.00	\$ 15,125.00	\$ 26,915.00	\$ 6,400.00	\$ -	\$ -	\$ 99,215.00	\$ 4,960.75	\$ 157,821.37	\$ 157,820.00
Construction Documents	\$ 84,617.76	\$ 12,100.00	\$ 60,827.00	\$ 26,025.00	\$ 26,100.00	\$ 7,700.00	\$ -	\$ -	\$ 132,752.00	\$ 6,637.60	\$ 224,007.36	\$ 224,010.00
Construction Administration	\$ 84,168.10	\$ 6,780.00	\$ 32,615.00	\$ 8,175.00	\$ 14,850.00	\$ 30,000.00	\$ -	\$ -	\$ 92,420.00	\$ 4,621.00	\$ 181,209.10	\$ 181,210.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 268,410.30	\$ 45,920.00	\$ 163,756.00	\$ 57,500.00	\$ 91,180.00	\$ 60,400.00	\$ -	\$ 6,500.00	\$ 425,256.00	\$ 21,262.80	\$ 714,929.10	\$ 714,930.00
Reimbursables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Services Allowance (if needed)												\$ -
TOTAL PROJECT FEES	\$ 268,410.30	\$ 45,920.00	\$ 163,756.00	\$ 57,500.00	\$ 91,180.00	\$ 60,400.00	\$ -	\$ 6,500.00	\$ 425,256.00		\$ 714,929.10	\$ 714,930.00

Reduction	
Fewer Reviews	
HB&A	\$ (7,982)
DHM	\$ -
B&P	\$ (7,200)
MGA	\$ (3,000)
Kiowa	\$ (4,750)
G14	\$ -
Low Volt	\$ -
Stanton	\$ -
	\$ (22,932)

ROUNDED TABLE				
	HB&A	*Consultants	Total Fee	
Ph 1	\$ 13,810	\$ 14,130.00	\$ 27,940.00	\$27,940
Ph 2	\$ 6,180	\$ 8,710.00	\$ 14,890.00	\$14,890
Ph 3	\$ 25,990	\$ 83,070.00	\$ 109,060.00	\$109,060
Ph 4	\$ 53,650	\$ 104,180.00	\$ 157,820.00	\$157,830
Ph 5	\$ 84,620	\$ 139,390.00	\$ 224,010.00	\$224,010
Ph 6	\$ 84,170	\$ 97,040.00	\$ 181,210.00	\$181,210
	\$ 268,420	\$ 446,520.00	\$ 714,930.00	\$714,940
	\$268,420	\$446,520	\$714,930	

CON-2024-0422



EXHIBIT 3

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 500 Jacksonville FL 32256	CONTACT NAME: Danielle Conklin PHONE (A/C, No, Ext): (904) 565-8286 FAX (A/C, No): (904) 565-2440 E-MAIL ADDRESS: Danielle.Conklin@bbrown.com												
INSURER(S) AFFORDING COVERAGE													
INSURED RS&H, Inc 10748 Deerwood Pk Blvd S See Second Page for All Named Insureds Jacksonville FL 32256	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td style="text-align: right;">NAIC # 16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance Company</td> <td style="text-align: right;">26247</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER D: Continental Insurance Company</td> <td style="text-align: right;">35289</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Zurich American Insurance Company	NAIC # 16535	INSURER B: American Guarantee and Liability Insurance Company	26247	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Continental Insurance Company	35289	INSURER E:		INSURER F:	
INSURER A: Zurich American Insurance Company	NAIC # 16535												
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INSURER D: Continental Insurance Company	35289												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 24-25 Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI- PNC <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO1466409-02	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blanket AI <input checked="" type="checkbox"/> Blanket WOS	Y	Y	BAP1469564-02	06/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			See Attached	06/28/2024	06/28/2025	EACH OCCURRENCE \$ 29,000,000 AGGREGATE \$ 29,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC0411471-02	06/28/2024	06/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Number: 20610059000, Project Name: Town of Castle Rock Fire Station 156 Fleet Design

Town of Castle Rock, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties are included as Additional Insured with respects to General Liability and Commercial Automobile as required by written contract. General Liability applies on a Primary & Non-Contributory basis as required by written contract. Waiver of Subrogation applies in favor of the Town of Castle Rock, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties with respects to General Liability, Commercial Automobile, and Workers Compensation. 30 Days Notice of Cancellation applies except 10 days for non-payment of premium. All coverages are

CERTIFICATE HOLDER Town of Castle Rock Attn: Norris Croom 100 N. Wilcox Street Castle Rock CO 80104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: 00223903

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED RS&H, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

subject to the terms & conditions within the policy forms.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED RS&H, Inc	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Umbrella Total Limit: \$29,000,000
 Primary \$9M - American Guarantee and Liability Insurance Company; Policy #AUC-1469558-02
 \$10M XS \$9M - Travelers Property Casualty Company of America; Policy #EX-6T35064A-24-NF
 \$10M XS \$19M - Continental Insurance Company; Policy #7039681430

NAMED INSURED LIST:

- HB&A, LLC
- Reynolds, Smith and Hills Architects – Engineers Planners, P.A.
- Reynolds, Smith and Hills CS, Incorporated
- Reynolds, Smith and Hills, Inc.
- RS&H Alabama, Inc
- RS&H Architect and Engineer, P.C.
- RS&H Architects-Engineers-Planners, Inc.
- RS&H Arkansas, Inc.
- RS&H California, Inc.
- RS&H Commercial Realty, Inc.
- RS&H Idaho, P.C.
- RS&H Illinois, inc.
- RS&H Iowa, P.C
- RS&H Maryland, Inc.
- RS&H Massachusetts, Inc.
- RS&H Michigan, Inc.
- RS&H Mississippi, P.C.
- RS&H Montana, P.C.
- RS&H Nevada, Inc.
- RS&H Ohio, Inc.
- RS&H Oregon, Architects-Engineers-Planner, P.C.
- RS&H Pennsylvania, Inc.
- Tsiouvaras Simmons Holderness, Inc.