



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the second day of November in the year two-thousand twelve.
(In words, indicate day, month and year.)

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

City of Franklin, Indiana
70 E. Monroe Street
Franklin, Indiana 46131

T: 317-736-3602
F: 317-736-3603

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

DLZ Indiana LLC
157 East Maryland Street
Indianapolis, Indiana 46204

T: 317-633-4120
F: 317-633-4177

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

City of Franklin – Main Street Façade Restoration Program – downtown Franklin, Indiana.
The Main Street Façade Restoration Program includes the following building facades:
57 North Main Street - Artcraft Theater
98 West Jefferson Street
62 West Jefferson Street
58 West Jefferson Street
50 West Jefferson Street
18 & 20 East Jefferson Street
26 East Jefferson Street
49 Monroe Street

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

Reference attached Exhibit A – City of Franklin – Main Street Façade Restoration Program proposal dated May 29, 2012 – the purpose and quantity of on-site meetings for services described in "Scope of Services" shall be as follows:

- a) As described in Item 1: "Facilitate a group meeting with Stakeholders to discuss the project and its process" and as described in Item 2: "Conduct historical research and field investigations of the selected buildings to determine their likely original appearance and to document existing conditions." – one (1) on-site meeting. Historical research and field investigation shall be based upon commonly available source documentation (i.e. newspapers, county and city historic records).
- b) As described in Item 3: "Facilitate a group meeting(s) to discuss façade rehabilitation treatments." – one (1) full day on-site meeting to include eight (8) building owner meetings.
- c) As described in Item 5: "Implementation of Design Phase services." – one (1) full day on-site meeting to include eight (8) building owner meetings. Upon 95% completion of Construction Documents – one (1) on-site meeting with City of Franklin officials, building owners, and the general public to review and approve Construction Documents and make reasonable modifications.
- d) As described in Item 6: "Bidding Phase services" – one (1) on-site Prebid Meeting with prospective bidders, one (1) on-site meeting to Receive and Tabulate Bids. DLZ will review bids, prepare a written bid tabulation, prepare the Owner/Contractor Agreement and forward all to the Owner for review and approval.

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- e. As described in Item 7: "Construction Administration Phase services." – up to three (3) on-site Progress Meetings, one (1) on-site meeting for Punchlist, and one (1) on-site meeting for Final Inspection.

Reference attached Exhibit B – Franklin Façade Project – Restoring History dated May 1, 2012 – provided by Kenna Consulting & Management Group, Inc.

Reference attached Exhibit C – Project Budget dated April 2012 – provided by Kenna Consulting & Management Group, Inc.

DLZ will retain the following consultants under Basic Service:

Historical Architect:	Moody Nolan, Inc. 200 South Meridian Street Suite 400 Indianapolis, Indiana 46225
Structural Engineer;	Arsee Engineers, Inc. 9715 Kincaid Drive Suite 100 Fishers, Indiana 46037

All façade restoration work shall be bid as a single-unified bid with construction of all facades occurring concurrently.

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

- .1 Commencement of construction date:

May 2013 – anticipated.

- .2 Substantial Completion date:

August 2013 – anticipated.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

Reference attached Exhibit D.

.2 Automobile Liability

Reference attached Exhibit D.

.3 Workers' Compensation

Reference attached Exhibit D.

.4 Professional Liability

Reference attached Exhibit D.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms

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of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 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 Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect/Owner	
§ 4.1.2 Preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Basic Value Analysis	Architect	
§ 4.1.11 Basic cost estimating	Architect	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Basic environmentally responsible design	Architect	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation	Architect	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.7 – Civil Engineering services are limited to Work specifically related to façade restoration Scope of Work.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- (Paragraph deleted)
- .8 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.

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

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

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

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

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from

the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

§ 6.4 If the Bidding Phase has not commenced within 60 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

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

advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

Per attached Exhibit C identifying a Total Hard Construction Cost of \$425,043.22 and a Total Project Cost of \$496,252.00, DLZ will provide Basic Services for the Lump Sum amount of \$42,683.00 (forty two thousand – six hundred eight three dollars).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reference Exhibit E – DLZ Indiana, LLC Rate Schedule.

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

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

Reference Exhibit E – DLZ Indiana, LLC Rate Schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

Reference Exhibit E – DLZ Indiana, LLC Rate Schedule.

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

Schematic Design Phase	Thirty	percent (	30	%)
<i>(Row deleted)</i>				
Construction Documents Phase	Forty-five	percent (	45	%)
Bidding	Ten	percent (	10	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

Init.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Reference Exhibit E – DLZ Indiana, LLC Rate Schedule.
(Row deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

Reference Exhibit E – DLZ Indiana, LLC Rate Schedule. Reimbursable Expenses shall not exceed \$5,000.00 (five-thousand dollars).

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined at the time of termination.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

Init.

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

Eight (8) % per Annual.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

Reference attached Exhibit F – DLZ Indiana, LLC Standard Terms and Conditions.
Reference attached Exhibit G – Federal and State Third-Party Contract Provisions – CDBG-Assisted Non-Construction Contracts

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – City of Franklin – Main Street Façade Restoration Program proposal dated May 29, 2012 – Scope of Services.
Exhibit B – Franklin Façade Project – Restoring History dated May 1, 2012 – provided by Kenna Consulting & Management Group, Inc.
Exhibit C – Project Budget dated April 2012 – provided by Kenna Consulting & Management Group, Inc.
Exhibit D – Certificate of Insurance.
Exhibit E – DLZ Indiana, LLC Rate Schedule.
Exhibit F – DLZ Indiana, LLC Standard Terms and Conditions.
Exhibit G – Federal and State Third-Party Contract Provisions – CDBG-Assisted Non-Construction Contracts

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

OWNER

(Signature)

Mr. Joe McGuinness

Mayor

(Printed name and title)

ARCHITECT

(Signature)

Mr. Brian Glaze, PE

President

(Printed name and title)

(Signature)

Mr. Eric B. Ratts, AIA, NCARB

Principal Architect

(Printed name and title)

10.30.12

Init.

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User Notes:

(2003979337)

SCOPE OF SERVICES

Your **DLZ, Moody Nolan, Arsee Engineers Team** is very interested and capable of providing the required professional scope of services for your Main Street Façade Restoration Program (MSRP). Our well thought-out, organized approach to your Façade Restoration project will include, but is not limited to, the following primary services:

1. **Facilitate a group meeting with Stakeholders to discuss the project and its process.** We understand that the primary Stakeholders is the City of Franklin and the Downtown Franklin Building Owners. Therefore, we believe that it is important to have a defined Stakeholders Group involved at the very beginning of the project. The Stakeholders will assist in defining the overall design objectives and goals of the Façade Restoration project. Having worked with many different User Groups, The DLZ Team will assist and facilitate the group in developing and defining a successful scope of work.
2. **Conduct historical research and field investigations of the selected buildings to determine their likely original appearance and to document existing conditions.** The DLZ Team architects and professional engineers will tour select buildings within the project area to determine their likely original appearance and to document existing conditions. An emphasis will be placed on preserving the historic facades, performing remedial repair to stop any further degradation, determine historically significant artifacts/elements for preservation purposes and identifying existing design deficiencies that need to be corrected or can be improved. In all instances, the City of Franklin adopted Downtown Design Standards shall be the governing design guideline.
3. **Facilitate a group meeting(s) to discuss façade rehabilitation treatments.** The DLZ Team will facilitate a group meeting(s) to update the Stakeholders on the findings of the historical research. The DLZ Team will prepare and present conceptual design drawings depicting a proposed



SCOPE OF SERVICES

façade rehabilitation scope of work. It is likely that multiple options, or schemes, will be prepared by DLZ and Moody Nolan for discussion and consideration.

4. **Review proposed design for compliance with Governmental Authorities having jurisdiction.** This design review includes, but not necessarily limited to, compliance with the City of Franklin, Indiana Office of Community and Rural Affairs (OCRA), Department of Homeland Security, the Indiana Division of Historic Preservation and Archeology regarding Section 106 Review. DLZ and Moody Nolan will meet and consult with DHPA to ensure that Section 106 Review compliance requirements are addressed and incorporated. DLZ and Moody Nolan will conduct follow-up meetings with the Stakeholder group to review DHPA discussions and requirements. All requirements as set forth by the Department of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the Office of Community and Rural Affairs (OCRA) for Main Street Façade Restoration Program (MSRP) will be met.
5. **Implementation of Design Phase services.** Design Phase services are traditionally identified in three (3) distinct phases. Those three (3) phases are: Schematic Design, Design Development, and Construction Documents. Each design phase progressively builds upon the previous Owner approved design phase. Each design phase consists of multiple meetings with the Stakeholder group, specific project deliverables, updated cost estimate and schedule. Drawings typically define the spatial arrangement of the Scope of Work (i.e. plans, elevations, wall and building sections, specific details, etc.) Specifications typically define the bidding and contract requirements as well as material and craftsmanship standards. The Construction Documents will be comprised of both drawings and specifications and will include necessary information for the purpose of receiving competitive bids for the construction.
6. **Bidding Phase services.** With Owner approval, DLZ will issue the Construction Documents to prospective bidders, issue relevant addenda, receive and open bids, confirm bidding conformance of apparent low bidder, make recommendation to the Owner, and draft the Owner/Contractor Agreement.

7. **Construction Administration Phase services.** DLZ and Moody Nolan will attend regularly scheduled Progress Meetings and monitor construction activities. DLZ and Moody Nolan will process submittals, Request for Information (RFI's), Architect's Supplemental Instruction (ASI's), Proposal Requests (PR's), Change Orders, and the contractor's Application for Payment. A Punchlist of incomplete work and/or non-compliant work will be generated by DLZ and Moody Nolan before the Certificate of Substantial Completion is issued. DLZ will regularly attend and provide Construction Progress Update Reports to the City of Franklin.

DLZ and Moody Nolan understands the Office of Community and Rural Affairs (OCRA) grant process well. DLZ and Moody Nolan have worked together on several historically significant projects and have experience with several similar façade restoration projects throughout Indiana. Both DLZ and Moody Nolan are registered MBE's. Our ability to work closely with you at every stage of the process will help ensure a positive experience and a successful Façade Restoration Project.

DLZ remains committed to our core principals of Quality, Schedule, and Budget in all of our projects throughout the entire process. We deliver projects on schedule and under budget. This is reinforced through our internal program of Quality Management and Quality Control operations. However, despite our best efforts, we also recognize that the design and construction process is an iterative process. As a result, DLZ, Moody Nolan, and Arsee are proactive. We draw upon our experiences to anticipate potential changes in the project scope, schedule and budget. This allows a managed and systematic approach to the budget. This approach has resulted in the total project being completed on time and under budget. DLZ, Moody Nolan, and Arsee have a proven track record. We encourage you to contact our clients to inquire about our responsiveness and commitment to our projects.

FRANKLIN FAÇADE PROJECT

Restoring History

5/1/2012

LandsHope Studios LLC

Neil A Dixon

This proposal documentation for the City of Franklin involves nine (9) separate properties with all but one being privately owned but are part of the historic fabric of downtown Franklin, Indiana. The following photos, documentation and proposed work that should be completed will restore to a great degree, the decaying fabric that was once the thriving downtown commercial district of Franklin, Indiana.

The nine properties are part of three distinct blocks of buildings with some clustered carefully together while others are separately located within nearby blocks. They are all historic in their styles and the time periods are close while not identical. Each building will be presented and its own situation described.

The first property and building that will be addressed is the one property that is not privately owned but is part of a non-profit foundation known as "Franklin Heritage." This building is located at **57 North Main Street** in Franklin, Indiana. The building in question is the **ARTCRAFT THEATER**. **The scope of work will include rehabilitating the 1948 marquee and entrance.** It was built in 1922 and will celebrate its 90th birthday this September. This has been an ongoing project and process. The front façade with the exception of the classic Art Deco marquee and entry were rehabilitated and restored four years ago. This project stabilized the façade which was in danger of collapse. The structure of the marquee was also stabilized and strengthened however the marquee itself was not renovated or rehabilitated. The distinct metal and glass outer covering of the marquee was left as is. With an ever accelerating problem with the lettering display system that provides the titles, shows etc. being jury rigged to allow the placement of the rather expensive letters the operation has continued. With each letter that is

dropped due to wind, Franklin Heritage is required to spend five dollars. In windy weather this gets quite expensive. The accurate and historic functioning of this system is what gives the theater its character. As a point of beginning we can start with the milk white glass background, as well as the once brilliant red metal trim, are all very fragile at this point and in need of rehabilitation. The exterior materials of the marquee need to be removed and removed and rehabilitated to insure their survival as well as to return the marquee to functionality. Aside from the "vitrolite" on the ground level, which is practically irreplaceable, the entry needs metal trim to be replaced and or rehabilitated depending on availability. The glass that covers the "play bill" that advertises each show per the old traditional way of displaying movie posters needs to be replaced. This needs to be either a true glass custom piece or if not available a heavy duty plexi-glass substitute. Both are architecturally correct as that was the way the originals were often built during the time period in question (1938-1950). All of the electrical components of the marquee which includes almost antique wiring and bulb systems and neon signage, need to be rehabilitated and brought up to code. As the interior structure of the marquee is primarily wood with metal support, the need for fire resistance is of primary concern here. The marquee also needs extensive rehabilitative work on the roof membrane. This unremarkable material, as well as the flashing and metal coping, while not easily visible is of primary importance also since it protects the marquee itself and also prevents future decay to the building façade itself. There are mechanical condensers mounted on top of the marquee to keep them out of sight but a better

system and a more permanent pedestal mount needs to be installed for each one of two. Coverings for the electrical and gases needs to be addressed as this will impact the permanence of the marquee itself.



While still an impressive sight, the Marquee is hanging on but needs a hand to survive.

Specifically the work involved will be to:

1. Examine all roofing materials on the marquee, including flashings, sealants as well as the membrane itself. New enclosures need to be provided for all electrical and gas cables that are made of a sustainable material. The original red finish metal coping as well as the curved metal portion of the “water fall” in the center of the marquee needs to be removed for re-painting and for rehabilitation of the metal and all electrical components associate with it. Weather proof coverings for the exposed areas of the marquee will have to be provided during rehabilitation of all of the roof area so that it will function as a roof until final re-assembly is completed.
2. Carefully remove the exterior portions of the marquee that need to be taken offsite to be rehabilitated or replaced, while attempting to leave those portions that if it isn't necessary to have repainted or replaced, in place. The metal grid

system that supports the lettering will have to be inspected and removed, moved offsite for rehabilitation. This system will be put back after the white milk glass has been inspected, cleaned and if necessary replaced. After the glass is removed, the connections to the structure of the marquee will need to be inspected to determine their condition and to whether rehabilitation or replacement is warranted.

3. The lower part of the metal "water fall" will have to be examined as to whether it must be taken apart for offsite work. Once access is obtained by removing the glass outside of the marquee, all electrical components must be examined to determine their state and what fire and code issues must be addressed. All bulb mountings will have to be examined for deterioration and whether rehabilitation or replacement is needed. Exact matches for the bulbs is absolutely necessary.
4. The neon lighting system will have to be carefully removed and disassembled for inspection and evaluation. Any rehabilitative work will have to be noted at that time. Those parts of the system that can remain intact should. A manufacturer or fabricator of neon systems should be contacted before work commences to evaluate the difficulty in working on the neon system and the availability of replacement parts.
5. The red metal lip or band just below the milk glass needs to be evaluated for removal or in place painting as well as any restorative work if there is deterioration present.
6. The cream colored segmented metal band that also supports the red metal lip and milk glass and lettering system above must also be inspected for deterioration and to determine if it can be left in place or needs to be removed to an offsite location for rehabilitation of any deterioration that has occurred. It will also have to be repainted to match the existing cream color.
7. The metal plates that cover the bottom of the marquee and serve as a "ceiling" above the sidewalk will need to be removed and repainted and replaced at the completion of the process. Any panels that need to be replaced or any missing panels must match the existing. All holes for down lighting need to be examined to determine if the mounting and mounting trim need to be rehabilitated or replaced. All lighting that is mounted to these plates needs to be examined and taken care of as part of the overall electrical rehabilitation of the entire marquee.
8. All the stainless steel trim and storefront system aside from the doors themselves, needs to be inspected and removed carefully if necessary and rehabilitated or replaced if possible. Every care in the world must be taken for the protection of the "vitrolite" glass panels that are irreplaceable. A system must be presented by the contractor before any work begins to cover and protect these panels so that they are not damaged during the rehabilitative and restorative work to the marquee and entrance.
9. All re-created panels and portions of the storefront system that will fit into the existing system must adequately fasten both to the existing foundation and to the original portions without substantial damage to the original.

The second building that will be addressed is the property at **98 West Jefferson Street, Franklin, Indiana**. This is part of five adjoining properties in one large block. This property has served any number of functions over the years including as mortuary and indeed has that as more of a historic context than any other function. **The scope of work is as follows:**

1. This building is the one of the oldest buildings in this group of buildings with the style exhibiting the features of those buildings built prior to 1870. It has a heavy metal cornice with well defined masonry work and large window openings. The window openings will not be addressed at this time. The rehabilitation of the masonry on the front Jefferson Street façade and the deterioration of the cornice is of utmost concern at this time. All the brick work on the Jefferson Street façade must be examined for deterioration and all masonry tuck-pointed and repositioned if necessary due to movement of the façade.
2. The metal cornice will need to be examined closely for deterioration and if necessary be rehabilitated and sealed to prevent any further infiltration of moisture into the façade.
3. The window sills should be examined for deterioration along the entire south face with particular attention paid to the southwest corner of the building. All masonry tie backs should be examined and replaced if necessary to insure the stability of the masonry façade. Special attention should also be paid to the grade level of all masonry work as it is most susceptible to and has shown the most decay.



The third building encompasses three properties and three addresses. This would be 62 West Jefferson, 58 West Jefferson and 50 West Jefferson, Franklin, Indiana. Since there are three properties tied together in one façade and one building and their restoration and rehabilitation will encompass one storefront, the scope of work will address these three as one scope of work as follows:

The scope of work for this façade and these three properties revolves around the first floor storefront. The entire second and third floors also need masonry restoration but each part will be laid out separately.

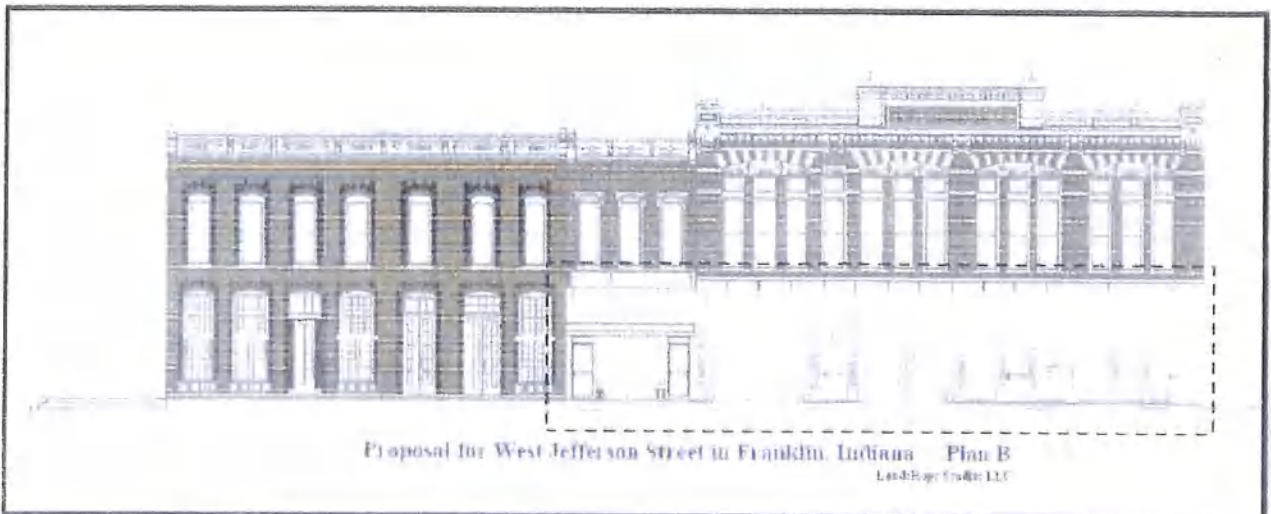


This view shows the other four properties - Acers, Emry, Eggers/Woods and Lock.

1. It will be necessary to remove those portions of the existing storefront façade to expose any possible remnants of the historic metal façade. It is not anticipated that very much of this still exists. Primarily the points at which each property or common wall separation occurs are where there is a possibility to uncover the original metal pilaster/column covers. There are potentially four to six pilasters

- under the existing aluminum storefront covers. Per the new design, ten total, will be needed to maintain the grid of the structure that runs through the façade.
2. The rest of the existing storefronts and nonconforming building fronts at ground level will have to be removed. The primary points of pilasters will require the re-introduction of steel columns at points directly under the existing structure as it lines up with the second and third floors will be added. The steel lintel that is part of the original building is still present. It is not known if this has deflected at all but at each point of structural steel placed, new foundation footing support will need to be erected. Code compliant attachment or bearing plate condition will have to be completed at each column placement.
 3. The wood, vinyl, and metal coverings above the entrances and just below the window sill area will have to be uncovered to reveal how much existing storefront is left. Any existing transom areas that are still intact will be rehabilitated and the overall placement of the new storefront adjusted to accommodate the existing portions. Any areas that are removed will have to be replicated and installed per the design drawings. Wood framing per historical precedent will required to create the window openings and vision glass installed per design. Those areas that have either structure or areas that are above ceiling level will have non vision materials installed behind the new vision glass. The overall storefront design will communicate property specific elements including the placement of the door openings and eventual signage. The signage will be within keeping of the historic precedent.
 4. All glass is to be placed as per the new design with the re-established historically compatible storefront grid.
 5. The panels, below each pane of glass, are to be constructed to standards of historic design and precedent and finished in a similar manner.
 6. Note small pilasters impacting storefront mullions. These have historic capitals already established photographically as well as by example from historic period details of other buildings in the downtown Franklin area. This particular building was constructed near the same time as the county courthouse across the street and has an number of similar masonry and detailing similarities.
 7. All doors must be matching in color and finish and either be solid wood with vision glass or painted metal that is similar to the historic examples and similar to the metal pilasters. Wood is the preference for the doors.
 8. Note all sealants to be of modern grade and made of LEED approved materials but consistent with historic appearance.
 9. Use of modern methods where approved by the architect and not detrimental to the historic nature of the building are approved for structural and environmental and foundational use.
 10. A limestone band will installed per historic photographic evidence. This part will be examined before ordering or installation of any stone to make sure that the original limestone, if still in existence can be rehabilitated and the design adjusted to reflect the appearance and overall use of the element.

11. All re-created panels and portions of the storefront system that will fit into the existing system must adequately fasten both to the existing foundation and to the original portions without substantial damage to the original.
12. Use only environmentally sensitive or responsible chemicals or materials to remove paint or added materials.
13. Finish the interior of the storefront in selected hardwoods or paintable wood to meet the architect's and owners selection using environmentally responsible paint meeting all the federal guidelines for VOC requirements.



Proposed system showing metal, glass and wood patterned after historic precedent from forensic and photographic evidence.



The fourth block of buildings proposed for restoration and rehabilitation encompasses two addresses. The first address is **18 East Jefferson Street, Franklin, Indiana**, which was formerly two buildings. The second address of this building is **26 East Jefferson Street, Franklin, Indiana**. Both addresses are owned by the same property owner. This block is home to two different businesses.



Three properties owned by Mr. and Mrs. Barnaby. All three properties are attached and while somewhat stylistically similar, they all have their own distinct characteristics. Each one has had a metal and glass storefront system with extensive use of wood included in each case. They have also been extensively modified over the years but each has most of the original system in place but simply covered over and nonconforming metals and glazing added. Some glass and all of the existing storefront framing has been painted over to match the existing painted brick masonry.

The scope of work for these building is as follows:

1. The canopies of both addresses are to be removed although the possible re-installation of new conforming material canopies cannot be ruled out. All of the businesses on Jefferson Street facing south literally face a sun problem at certain times of day making it distracting for customers of those businesses to successfully operate. The current canopies are just the latest nonconforming versions to have been installed. Any current attaching equipment or hardware will need to be removed as well. Both of these addresses have the primary parts

of the original storefront systems still intact but have been obstructed or covered. The removal of all paint down to the original version should be attempted, however if this is not possible remove as much as possible. Any deterioration that has occurred to the metal pilasters should be noted and will need to be rehabilitated and in some cases re-created.

2. The existing aluminum storefront systems that have been inserted into the openings where the original storefronts were will have to be removed.
3. Any portions of the aluminum storefront that have been attached to the original system may have attachments or hardware and that hardware will have to be removed as well and any damage to the original portions of the façade or storefront and patched so as to rehabilitate the original system to as near as possible to the initial condition.
4. All re-created panels and portions of the storefront system that will fit into the existing system must adequately fasten both to the existing foundation and to the original portions without substantial damage to the original.



This property owner has possession of historic block of buildings that are shown at two different time periods. On the left is an image from the early twentieth century with early automobiles obvious. The storefront systems is also visible.

At right in a photo by Bernard Hoffman of "Life" magazine is an image showing once again the storefront system of these buildings with "modern" alterations already starting to impose their presence on original metal and glass storefront. Signage is primarily covering and not destroying.



5. Examine the capitals and decorative elements present on the original storefront and rehabilitate or replace as necessary. Remove layers of paint to get to original surface if possible. Use only approved environmentally sensitive chemicals or materials.
6. Note all sealants to be of modern grade and made of LEED approved materials but consistent with historic appearance.
7. Use of modern methods where approved by the architect and not detrimental to the historic nature of the building are approved for structural and environmental and foundational use.
8. Tuck-point all masonry that shows signs of deterioration. This is especially true below some of the windows and near the joints between the separate buildings.
9. Repaint the pilaster/column covers when finished rehabilitating them using the historic precedent or if unknown using the approved colors selected by the City of Franklin as part of their "MainStreet Corridor" program. The architect will aid in this selection.
10. Finish the interior of the storefront in selected hardwoods or paintable wood to meet the architect's and owners selection using environmentally responsible paint or finish meeting all the federal guidelines for VOC requirements.
11. Examine the point where the coping overlaps the decorative metal cornice. Make sure that water cannot enter the masonry façade due to coping failure.

The second address in the fifth block is **26 East Jefferson Street, Franklin, Indiana**. This building houses a second business but is owned by the same owner as 18 East Jefferson Street. This building is separate from the two portions comprising the adjacent building. The style is dramatically different. It has a metal and wood framed storefront system however this system extends from grade all the way up three stories to the ornate cornice above. The windows are reminiscent of the "Chicago" style of windows that actually make a wall of windows as opposed to glazing that is placed or set into a masonry wall. This one building is one of the most unique buildings in Franklin. In some ways it is a precursor to curtain wall construction.

The metal pilasters also extend up either side to the cornice while each floor level has a distinct column base and capital which meet the mullions and floor breaks in the glass wall, clearly defining the architectural "grid" and establishing an unparalleled view on the south side of downtown.



The third of the Barnaby properties is one with a primarily wood and glass façade and storefront system. Some portions of the column covers running up each side of the façade are cast metal while the cornice and detailing at the roof parapet are also metal. The other portions of the lower façade including the first floor storefront system are built-up wood members.

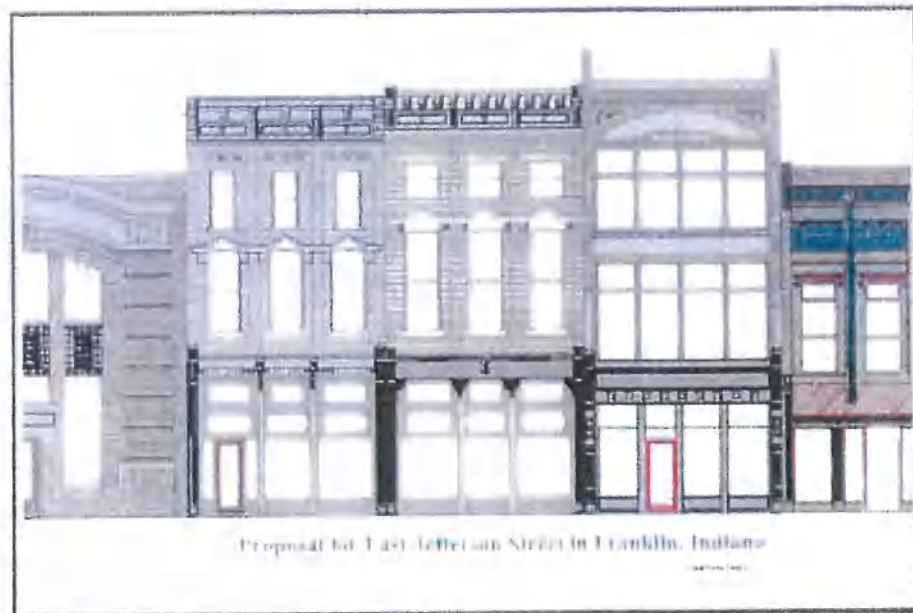
One can see the intact wood system and restored vision panels. Unfortunately the metal column covers on either side of the wood and glass are deteriorated to the point of not being able to save them

The scope of work for this building is similar but also somewhat different than the other buildings previously described. **The scope is as follows:**

1. The predominant portion of this façade is "storefront" from grade to top of building. Metal pilaster side pieces that frame the building will need to be stripped of paint and examined for deterioration which from cursory examination appears to have been covered over with patches and paint. There is enough material left for complete rehabilitation without replacement but a complete examination and possible removal of some portions may be necessary.
2. The cornice and face of the cornice needs also to be closely examined as it too appears to have had patching and paint used to cover up defects and possible deterioration.
3. The predominant portion of the façade is framed in wood and this shows extensive deterioration. There is complete failure of the glazing panels at the second and third floors, making interior heating and cooling conditions unpredictable at best.
4. All damaged wood will have to be evaluated for restoration and rehabilitation and stabilization. In the case of wood, chemical preservation and infill of damaged areas is preferable to replacement. The

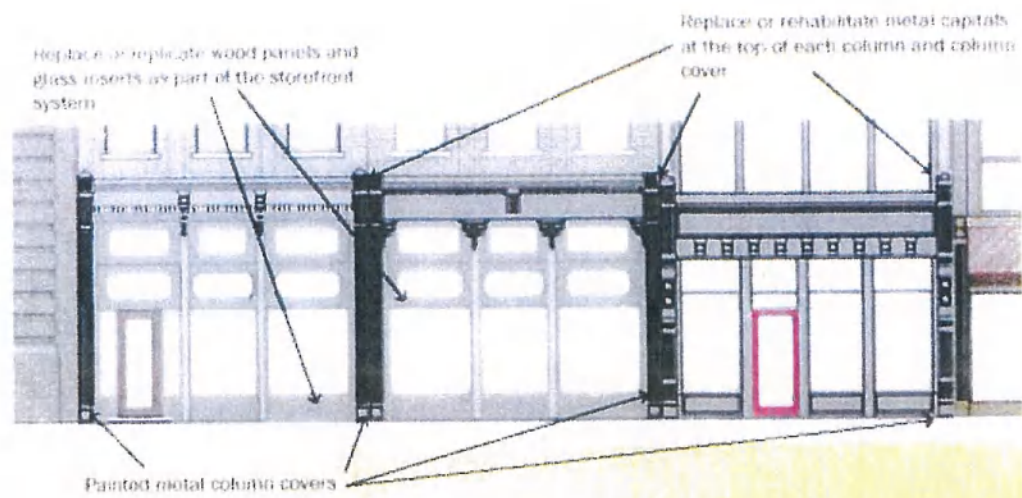
contractor will need to propose a proper method of treatment for the damaged wood components that will retain historic and original profiles of wood mullions but also allow for complete, permanent re-installation of glazing using appropriate sealants.

5. Note all sealants to be of modern grade and made of LEED approved materials but consistent with historic appearance.
6. Use of modern methods where approved by the architect and not detrimental to the historic nature of the building are approved for structural and environmental and foundational use.
7. Repaint the pilaster/column covers when finished rehabilitating them using the historic precedent or if unknown using the approved colors selected by the City of Franklin as part of their "MainStreet Corridor" program. The architect will aid in this selection.
8. Finish the interior of the storefront in selected hardwoods or paintable wood to meet the architect's and owners selection using environmentally responsible paint or finish meeting all the federal guidelines for VOC requirements.



This view shows the re-establishment of the original storefront systems in the three Barnaby properties.

[FRANKLIN FAÇADE PROJECT]



These two drawings show the overall view and details of the areas of concern that will need to be addressed in the renovation and rehabilitation of the storefronts and facades.

The last building has only one address and unlike the other buildings described in this proposal is located on the south side of the courthouse square facing north or exactly opposite of the previously described addresses. The address for this building is **49 West Monroe Street, Franklin, Indiana**. This particular building uses more brick masonry in its façade than the other buildings with the exception of the "Huddleston" property at 98 West Jefferson street. It is a far less auspicious building in composition and ornamentation but is certainly part of a historic fabric of buildings still surrounding the county courthouse.



The building known by its primary business, Sharp Printing, is not an elaborate building but has its historical relevance.

There are some unique coursing patterns on the second floor of the building which resemble a piano keyboard in the way the surface is pushed back and then forward with the window openings being placed below and ornamented reveal, punched into the surface. The top of the brick façade terminates in a simple coping.

The scope of work for this building is as follows:

1. The brick work will have to be examined for deterioration and in those areas that are damaged, tuck-pointing will be required. The level of age and previous treatment of this masonry surface would suggest re-painting the brick façade after tuck-pointing and restoration is complete.
2. Repaint the front façade brick when finished rehabilitating it using the historic precedent or if unknown using the approved colors selected by the City of Franklin as part of their "MainStreet Corridor"
3. The existing aluminum storefront system inserted in the "punched areas on either side of the dual door openings will have to be removed. These areas were originally wood framed. This can be assumed by the age of the building and the similar buildings nearby that also had wood mullioned storefront glazing systems.
4. Wood panels will need to be constructed that return the original vocabulary to the storefronts. The use of accepted methods and materials will need to be maintained to arrive at the appropriate design specifications.
5. Use of modern methods where approved by the architect and not detrimental to the historic nature of the building are approved for structural and environmental and foundational use.
6. The doors will need to be historically relevant and similar to neighboring doors. This would involve the use of wood styles and rails as well as large panes of glass as noted from the late nineteenth century time period.
7. Finish the interior of the storefront in selected hardwoods or paintable wood to meet the architect's and owners selection using environmentally responsible paint or finish meeting all the federal guidelines for VOC requirements.
8. The original windows have been removed and destroyed. New size and style appropriate windows will need to be installed to replace the nonconforming ones that have been installed. The color of the frame and mullions should complement the selected color scheme chosen.
9. The historic precedent of using what is known as "prism glass" above the large panes of vision glass would be appropriate for this rehabilitation.
10. The establishment of historically sensitive and appropriate signage above the storefront systems and doors is what will be proposed in this instance. The large blank or vacant area now above the doors and storefronts indicates the lack of the traditional signage and the need to return this feature.
11. The possibility of adding a more historic canopy is possible but this is less necessary than those buildings on the north side of the square. Some of the adjacent buildings do have awnings and this building has had nonconforming ones in the past but any new awnings would have to be historically appropriate in style and material.

[FRANKLIN FAÇADE PROJECT]

Windows will have to be replaced with historically accurate shape and materials.



PROPOSED ELEVATIONS



49 EAST MONROE ST
50th St



EXISTING CONDITIONS



EXISTING CONDITIONS

Non conforming awning/canopy will have to be replaced with conforming material.

[FRANKLIN FAÇADE PROJECT]

Painted brick will still be the choice after current brick is tuck-pointed and rehabilitated. The color scheme will be more in keeping with historically accurate versions



PROPOSED ELEVATIONS

New storefront will have period wood panels and glass including "prism glass" which was accurate for this time period and also in Franklin.

PROJECT BUDGET

EXHIBIT C

Please complete the table below. **Also, immediately following this page, attach itemized cost estimates for each line item.***

(For assistance, see the Sample Itemized Project Budget in the application instructions and sample documents section.)

TOTAL SOURCE OF FUNDS

ACTIVITY	CDBG	LOCAL (with eligible In-Kind)	INELIGIBLE	TOTAL
Construction Costs	\$179,316.20	\$245,727.02		\$425,043.22
Professional Fees	\$42,683.80	\$524.98		\$43,208.78
Labor Standards (\$5,000 max)	\$5,000			\$5,000
Land Acquisition (if any)				
Environmental Review	\$3,000			\$3,000
Administration (Max 8% of CDBG)	\$20,000			\$20,000
TOTAL	\$250,000	\$246,252		\$496,252

* Do not include any miscellaneous, contingency, general costs, etc. in budget.

** In-Kind up to 5% of the grant amount or \$12,500, whichever is less, may be included in the Local column of the budget, all amounts in excess should be included in the Ineligible column.

List sources of local match and leveraged funds:

(Documentation of financial commitments from all sources is required)

Source	Amount
Franklin Development Corporation	\$215,000
Johnson County Community Foundation	\$10,000
Property Owners	\$21,252
TOTAL LOCAL LEVERAGE	\$246,252

Façade Study – Franklin, Indiana - 2012

Preliminary Cost Opinion

May, 22nd 2012

57 North Main Street

<u>Description and Scope</u>	<u>Cost</u>
EPDM roofing system	1395.12
EPDM roofing adhesive	905.52
EPDM roofing lap splice cement	795.27
Elastomeric roofing- sheet flashing	627.47
Prefinished sheet metal fascia	789.22
Steel support channels	950.92
Colored glass – Marquee	3486.97
Channel Steel support- Top Flange of Marquee	1330.72
Ornamental Metal – Stainless Steel	10,883.78
Ornamental Metal work – Aluminum	9961.36
Roof Drains from Marquee	1317.44
Flashing, galvanized steel	729.37
Aluminum flashing	820.37
Powder driven 1 ¼" fastening nails	755.72
Powder driven 1 ½" fastening nails	745.32
Masonry nails	728.12
Galvanized Steel siding	615.54
Recessed Incandescent lights	1043.52
General Electrical work- all wiring plus fixtures	3059.25
Electrical work – lighting fixtures only	1315.81
Elastomeric latex sealant	892.72

Polyurethane door, window and siding sealant	691.12
Silicone latex caulk	671.92
Sanded caulk	695.32
Rust converting metal primer	2970.72
Gypsum or plaster surfaces	697.64
Paint structural metals, machinery or equipment	679.74
Single strength B grade window glass	619.50
Concrete equipment pad for roof of marquee	664.04
Rigid galvanized steel conduit	1119.52
Scaffolding rental	2770.72
Total cost -	\$51,489.21

98 West Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-pointing Brick	3338.97
Brick wall assemblies	12,668.28
Mortar for brick	2368.95
Cleaning masonry	2806.41
Stone sills and any coping	2116.41
Ornamental metal – Cornice	14,180.93
Scaffolding rental	2490.51
Hydraulic crane rental	3217.05
Total cost -	\$38,833.87

62 West Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-pointing brick	2447.25
Brick wall assemblies	4948.80
Mortar for brick	2187.15
Cleaning masonry	2304.45
Window sill and stone work	2987.91
Light frame structure demolition	2174.39
Existing storefront demolition	2606.05
Building demolition – other than storefront	3618.90
Ceiling demolition	2104.65
Demolition of building at grade	2179.56
Flooring demolition	2109.27
Trash chutes for debris	3774.56
Loading demolition debris on trucks	2117.08
Asbestos hazard survey	2163.11
Asbestos removal – containment structure	2114.33
Cut Limestone	4540.55
Ornamental metal – cornice	10,102.77
Curtain walls- storefront	20,660.04
Flush panel doors with glass	4354.55
Curtain wall glass	5005.30
Free standing or wall braced canopy awning	2675.89
Retractable awning installation equip. rental	2324.95
Hydraulic crane rental	3341.49
Scaffolding rental	2254.95
Total Cost -	\$63,533.22

58 West Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-point brick	1340.78
Brick wall assemblies	2625.89
Mortar for brick	1207.16
Cleaning masonry	1267.42
Light frame structure demolition	1206.02
Existing Storefront demolition	1357.44
Building demolition other than storefront	2033.59
Ceiling demolition	1179.22
Demolition of Building at grade	1197.07
Flooring demolition	1165.02
Trash chutes for debris	2849.13
Loading demolition debris on trucks	1191.65
Asbestos hazard Survey	1237.68
Asbestos removal – containment structure	1188.90
Cut Limestone	2253.52
Ornamental metal – Cornice	4798.53
Curtain walls – storefront	9572.24
Flush panel doors and glass	3429.12
Curtain wall glass	4079.87
Free standing or wall braced canopy awning	1750.06
Retractable awning installation equip. rental	1399.52
Hydraulic crane rental	2416.06
Scaffolding rental	1329.52
Total Cost -	\$40,402.95

50 West Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-pointing brick	1124.03
Brick wall assemblies	2693.63
Mortar for brick	960.83
Cleaning masonry	1034.43
Window sills and stonework	1327.89
Light frame structure demolition	946.93
Existing storefront demolition	1125.47
Building demolition – other than storefront	1884.48
Ceiling demolition	920.13
Demolition of Building at grade	937.98
Flooring demolition	906.03
Trash chutes for debris	2590.04
Loading demolition debris on trucks	932.56
Asbestos hazard Survey	978.59
Asbestos removal	929.81
Cut Limestone	2104.83
Ornamental metal – Cornice	4904.34
Curtain walls – storefront	9,404.22
Flush panel doors and glass	3170.03
Curtain wall glass	3820.78
Free standing or wall braced canopy awning	1491.37
Retractable awning installation equip. rental	1140.43
Hydraulic crane rental	2156.97
Scaffolding rental	1070.43
Total Cost -	\$48,675.24

18 East Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-pointing brick	1786.99
Brick wall assemblies	4249.30
Mortar for brick	1530.97
Cleaning masonry	1646.43
Window sills and stone work	1572.69
Light frame structure demolition	1477.03
Existing storefront demolition	2109.83
Building demolition – other than storefront	2710.68
Ceiling demolition	1452.03
Building demolition at grade	1471.25
Flooring demolition	1436.13
Trash chutes for debris	3120.14
Loading demolition debris on trucks	1462.66
Asbestos hazard Survey	1508.69
Asbestos removal	1459.91
Ornamental metal – Cornice	6091.26
Curtain walls – storefront	13,793.01
Flush panel doors and glass	3700.13
Curtain wall glass	3380.52
Free standing or wall braced canopy awning	2021.49
Retractable awning installation equip. rental	1670.53
Paint brick and building face	1716.32
Hydraulic crane rental	2687.07
Scaffolding rental	1780.53
Total Cost -	\$44,533.18

20 East Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Re-pointing brick	1779.28
Brick wall assemblies	4084.63
Mortar for brick	1539.58
Cleaning masonry	1647.68
Window sills and stone work	1588.34
Light frame structure demolition	1492.68
Existing storefront demolition	2123.22
Building demolition – other than storefront	2722.16
Ceiling demolition	1467.68
Building demolition at grade	1486.90
Flooring demolition	1451.78
Trash chutes for debris	3135.79
Loading demolition debris on trucks	1478.31
Asbestos hazard Survey	1524.34
Asbestos removal	1475.56
Ornamental metal – Cornice	6544.79
Curtain walls – storefront	13,767.51
Flush panel doors and glass	3715.78
Curtain wall glass	3389.74
Free standing or wall braced canopy awning	2037.12
Retractable awning installation equip. rental	1686.18
Paint brick and building face	1731.97
Hydraulic crane rental	2702.72
Scaffolding rental	1616.18
Total Cost -	\$44,497.19

26 East Jefferson Street

<u>Description and Scope</u>	<u>Cost</u>
Light frame structure demolition	1436.78
Existing storefront structure demolition	2069.58
Building demolition – other than storefront	2670.43
Ceiling demolition	1411.78
Building demolition at grade	1431.00
Flooring demolition	1396.08
Trash chutes for debris	3079.89
Loading demolition debris on trucks	1422.41
Asbestos hazard Survey	1468.44
Asbestos removal	1419.66
Ornamental metal – Cornice	5582.88
Free standing or wall braced canopy awning	1981.22
Additional costs for retractable awning	1630.28
Painting brick or building façade	1676.07
Ornamental metal – stainless steel fabrication	4059.58
Softwood moulding – mullion casing	1560.88
Insulating glass	1776.78
Existing canopy removal/demolition	1815.36
Doors including trim	6204.32
Restore floors and paint	1537.24
Hydraulic crane rental	2646.82
Scaffolding rental	1560.28
Total cost -	27,429.38

49 West Monroe Street

Description and Scope	Cost
Re-pointing brick	2437.60
Brick wall assemblies	8284.37
Mortar for brick	1829.69
Cleaning masonry	2103.85
Work on stone sill and coping	2120.45
Curtain wall – storefront	26,407.24
Storefront glass and storefront demolition	9567.45
Window openings	1983.00
Double hung windows replacement	2363.13
Existing Canopy Removal	2002.53
Custom lettering and signage	1788.23
Scaffolding rental	1927.45
Hydraulic crane rental	2833.99
Total cost -	\$65,648.98

Total Project Costs

Building	Total Estimate	Property Owner Match	OCRA Grant	City Match
57 North Main Street	\$51,489.21	\$2,574.45	\$24,457.38	\$24,457.38
98 West Jefferson Street	\$38,833.87	\$1,941.69	\$18,446.09	\$18,446.09
62 West Jefferson Street	\$63,533.22	\$3,176.66	\$7,598.89	\$52,757.67
58 West Jefferson Street	\$40,402.95	\$2,020.15	\$19,191.40	\$19,191.40
50 West Jefferson Street	\$48,675.24	\$2,433.76	\$23,120.74	\$23,120.74
18 East Jefferson Street	\$44,533.18	\$2,226.66	\$21,153.26	\$21,153.26

Total Project Costs (Continued)

Building	Total Estimate	Property Owner Match	OCRA Grant	City Match
20 East Jefferson Street	\$44,497.19	\$2,224.85	\$21,136.17	\$21,136.17
26 East Jefferson Street	\$27,429.38	\$1,371.46	\$13,028.96	\$13,028.96
49 West Monroe Street	\$65,648.98	\$3,282.32	\$31,183.31	\$31,183.35
Pre-Total Estimate Cost:	\$425,043.22	\$21,252.00	\$179,316.20	\$224,475.02

Soft Costs

Grant Administration -	\$20,000.00		\$20,000.00	
Environmental Review -	\$3,000.00		\$3,000.00	
Labor Standards -	\$5,000.00		\$5,000.00	
State Plan Review -	\$424.98			\$424.98
State Fees -	\$100.00			\$100.00
Architect/ Engineering Fees	\$42,683.80		\$42,683.80	
Total Soft Costs:	\$71,208.78		\$70,683.80	\$524.98

TOTAL PROJECT COST:

Total Estimate	Property Owner Match	OCRA Grant	City Match
\$496,252.00	\$21,252.00	\$250,000.00	\$225,000.00

EXHIBIT D

Certificate of Insurance – will be forwarded to the Owner upon execution of this Agreement.

**DLZ INDIANA, LLC
STANDARD FEE STRUCTURE
ENGINEERING/ARCHITECTURAL
2012**

EXHIBIT E

<i>Activity Code</i>	<i>Employee Classification</i>	<i>2012 Hourly Rate</i>
1	Principal	\$220.00
49	Division Manager (Chief Engineer)	\$185.00
50	Department Manager	\$160.00
55	Registered Land Surveyor	\$130.00
21	Project Manager	\$140.00
214	Senior Right-of-Way Engineer	\$140.00
330	Electrical Engineering Specialist	\$150.00
53/58	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	\$125.00
52/57	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$115.00
51/56	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	\$90.00
28	Designer I	\$80.00
29	Technician	\$65.00
147	Construction Administrator	\$105.00
152	Construction Observer	\$85.00
43	Clerical	\$55.00

	<i>Crew Classification</i>	<i>2012 Hourly Rate</i>
143/99/99	3 – person Survey Crew	\$185.00
142/99	Topographic Survey Crew (straight time)	\$145.00
142/99	Topographic Survey Crew (over time)	\$220.00
63	1 – person Field Crew	\$100.00
63	1 – person Field Crew (over time)	\$140.00
GPS	1 – person GPS/RTK Field Crew	\$160.00
13	Field Survey Technician	\$55.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.555/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1, 2013.
Cost of living/inflation increases of 3 to 7% per annum can be anticipated.
S:\Dept\Administration\Clerical\RATES\2011 Hourly Rates.doc

1. INVOICE AND PAYMENT PROCEDURES: DLZ shall submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month.

The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the OWNER's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: Construction Phase Services are not intended to be exhaustive detailed inspections but site observations to become generally familiar with and to keep Owner informed about the progress and quality of work. The Contractor is totally responsible for compliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the Owner expressly agree otherwise in writing. OWNER agrees that DLZ will perform on-site construction review for this project and that such services will not be performed by others.

3. SUBSURFACE INVESTIGATION: DLZ makes no representations concerning soil conditions unless specifically included in writing in this agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.

5. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by OWNER as extra work.

6. MISCELLANEOUS EXPENSES: The OWNER shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

7. CHANGE OF SCOPE: The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and OWNER. DLZ will promptly notify OWNER of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of change in scope.

8. SAFETY: DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alteration of such

documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at OWNER's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the OWNER only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to OWNER.

11. INSURANCE: DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and DLZ business, requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, DLZ shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of DLZ or its employees.

13. LIMITATIONS OF LIABILITY: No employee of DLZ shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, DLZ's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state of Indiana.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. SCHEDULE: DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. SHOP DRAWINGS: Review of such submittals is not conducted for the purpose of determining the accuracy of completeness of other details such as dimensions and quantities, or for substantiating and/or coordinating instructions for installation or performance of equipment of systems with other contract disciplines, all of which remain the responsibility of the Contractor as required by the Contract. DLZ's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. DLZ's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency; the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.