

**Addendum to Standard Form Agreement Between Owner and Architect**

(Rev. 11/15/2019)

This Addendum is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gregory L. Parkes, as Bishop of the Diocese of St. Petersburg, a corporation sole (hereinafter referred to as "Owner") and \_\_\_\_\_ (hereinafter referred to as "Architect" pertaining to that certain Agreement of even date for the project known as \_\_\_\_\_ (hereinafter referred to as the "Project") located in \_\_\_\_\_, Florida.

WHEREAS, the parties have entered into an Agreement for design of the Project; and

WHEREAS, the parties have negotiated several changes, additions and modifications to said Agreement, and desire to evidence the same in writing under Article 13.2.4;

NOW, THEREFORE, for the considerations contemplated with the original Agreement for the design of the Project, it is therefore agreed:

1. Article 1.2 is revised to add the following language at the end of that Article:

"Any adjustment to the Schedule of Performance of the Architect's services shall be in writing, and signed by the Architect and the Bishop or his designee, which shall include the Vicar General, Chancellor, and Secretary for Administration and Secretary for Christian Service, and such other persons as these individuals may designate. The architect acknowledges that no member of the Parish Building Committee other than the pastor has any authority to modify or adjust the schedule of performance of the Architect's services and/or any other terms of this contract. Any schedule defining time lines shall be included within the scope of work."

2. Article 2.2 is revised to add the following language at the end of that Article:

"However, nothing herein is intended to reduce or otherwise limit the common law standard of care for the services of the Architect."

3. Article 2.3 is revised to add the following language at the end of that Article:

"If a representative has not been identified, then the representative shall be the principal signing this Agreement."

4. Article 2.5.6 is revised to read as follows:

Architect represents that Architect maintains errors and omissions insurance through \_\_\_\_\_. Architect agrees to

maintain said insurance coverage continuously for five (5) years from the date of substantial completion for the Project. Architect agrees to furnish to Owner, on an annual basis for five (5) years from the date of substantial completion for the Project, a copy of the current certificate for said insurance, with coverage to be substantially the same as represented at the time of this Contract. Architect authorizes Owner to contact Architect's agent at any time, for the purpose of confirming that said coverage remains in full force and effect and Architect authorizes Owner the authority to obtain any and all information from Architect's carrier to confirm the coverages identified in this paragraph. Such coverage shall protect and indemnify the Owner from third party actions against the Architect arising from any errors and/or omissions of the Architect for this Project. If the Architect fails to maintain such insurance as required herein, the individual Architect signing this agreement shall be personally liable for any damages arising as a result of such breach, over and above any entity acting as the Architect. This paragraph shall survive termination of Architect services.

5. A new Article 2.6 is added to the Agreement, reading as follows:

Payments shall be made monthly on the basis of statements tendered by the Architect to the Owner prepared on the current Diocesan Construction Office Invoice Form for the Basic Services performed in accordance with the terms of the Agreement.

6. Article 3.1 is revised to add the following language at the end of that Article:

Those services as listed on the Diocese of St. Petersburg Construction Offices Form 87-01 are incorporated herein by reference as basic services under this Contract, as well as all other services that may be necessary in design and construction administration of the Project. Architect shall review laws, codes and regulations applicable to the services rendered and design the project in accordance with the requirements imposed by all governmental authorities. The Architect shall consult with the Owner, research applicable design criteria, conduct and attend project meetings, and prepare minutes of same, communicate with members of the project team, and issue progress reports to Owner. Copies of all minutes and project reports shall be furnished to the pastor and the Diocese of St. Petersburg Construction Office.

7. Article 3.1.1 is revised to add the following language at the end of that Article:

As part of Architect's basic services, it is understood that the Architect will make at least two visits at the site between each draw request (i.e., one with the construction draw and one thereafter) unless the progress of the work

requires more frequent observation to ensure the Project is constructed in accordance with the plans and specifications. Architect shall attend all regularly scheduled progress meetings and provide Owner with written reports of all meetings.

8. Article 3.1.3 is revised to add the following language at the end of that Article:

It is expected that the Architect shall be responsible for designing and inspecting all of the Work and shall not be relieved of such responsibility, even if the Architect delegates design and inspections to subconsultants, or to the Contractor, or to outside testing entities.

9. A new Article 3.1.7 is added to the Agreement, reading as follows:

Architect is advised and shall provide instructions to Contractor, that Owner shall not be obligated to waive any express or implied warranties as a condition to accepting any written warranty intended to be provided, regarding any work, services or materials that will be furnished for the Project.

10. A new Article 3.1.8 is added to the Agreement, reading as follows:

The Architect's responsibility to provide basic and supplemental services for the construction phase under this Agreement commences with the award of the Contract for Construction and terminates when final payment has been made to the Contractor, except in the event of Contractor's default that extends the contract time more than twenty (20) percent.

11. A new Article 3.1.9 is added to the Agreement, reading as follows:

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended, without written agreement of the Owner and Architect.

12. A new Article 3.1.10 is added to the Agreement, reading as follows:

The Architect shall be a representative of, and shall advise and consult with the Owner during the entire construction process, until one (1) year after the work is completed and the Project is accepted by the Owner. The Architect shall report to the Owner in writing known deviations in the work from that required by the contract documents and from the most recent construction schedule submitted by Contractor.

13. A new Article 3.1.11 is added to the Agreement, reading as follows:

Architect shall review and reject or process all of Contractor's request for payment within seven (7) days of receipt.

14. A new Article 3.1.12 is added to the Agreement, reading as follows:

Architect shall require in Architect's specifications the following:

§ 3.1.12.1 The Contractor shall be required to deliver the building as designed, including modifications by change order. The Contractor shall be responsible for coordinating any inspections after substantial completion for corrections of any work found not to be in accordance with the requirements of the Contract and shall further coordinate the prompt reporting of same to Owner.

§ 3.1.12.2 Architect shall require that the Contractor shall provide the Owner with an independent final test and balance report of the HVAC system before substantial completion of the Project and Owner may obtain a 3<sup>rd</sup> party HVAC commissioning agent to validate the independent test and balance report. Contractor shall correct all deficiencies identified in said report. Prior to Architect authorizing final payment to Contractor, the Architect shall be satisfied that the final test and balance report(s) meets the requirements of the plans and specifications.

§3.1.12.3 Contractor shall participate in a one (1) year warranty inspection with Owner, to be coordinated by Architect not less than nine (9) months nor more than eleven (11) months after substantial completion.

§3.1.12.4 Architect shall provide to Contractor the Diocesan minimum standards for inspection and testing, together with such additional standards as may be required by Architect's structural engineer as necessary for the Project, directing the Contractor to be familiar with such requirements and to provide a schedule to Owner for such tests and inspections, to be updated monthly, and to provide notice to the Diocesan Construction Office as necessary to assure that Owner's lab may respond on a timely basis.

§3.1.12.5 Material testing and any inspections requested by Owner shall be performed by a testing lab(s) selected by Owner at Owner's cost.

§3.1.12.6 All fasteners must meet ASTM standards. Architect shall further specify that Owner may require Contractor to submit evidence showing any foreign fasteners meet or exceed the ASTM standards and Owner may further require random testing by an independent lab to verify a foreign fastener meets or exceeds the ASTM standards.

15. A new Article 3.1.13 is added to the Agreement, reading as follows:

The Architect shall conduct an inspection prior to the one (1) year anniversary of substantial completion with the Owner's designated representative to check for satisfactory performance and/or conformance of the work and with the requirements of the contract documents. The time for this inspection shall be conducted well enough in advance in order to allow the Architect to timely publish the list of deficient items to the Contractor for the Contractor's correction of same within the one (1) year warranty of Contractor.

16. A new Article 3.1.14 is added to the Agreement, reading as follows:

The services described in the attached Exhibit As are included as Architect's Basic Services.

17. Article 3.2.2 is revised to read as follows:

The Architect has submitted to Owner a preliminary evaluation of the Total Project Schedule, Budget and other Initial Information and any adjustments to the preliminary estimate of construction costs for approval by Owner. The architect shall provide a preliminary evaluation of all information furnished by Owner, and will ascertain that such information is substantially complete and is consistent with the project requirements and will notify the Owner of any other information, or consultant services, or Owner decisions that may be reasonably needed for the project.

18. Article 3.2.6 is revised to add the following language at the end of that Article:

The provisions of this Article are subject to those contained in Article 6.2.

19. Article 3.3.2 is revised to read as follows:

The Architect shall update the estimate of the Cost of the Work subject to the provisions of Article 6.2.

20. Article 3.4.1 is revised to add the following language at the end of that Article:

Construction documents shall inform the Contractor that all required submittals must be complete and consistent with the Contract Document requirements. Further, all required contractor submittals, including shop drawings, must be furnished in advance to avoid any delay with the Project.

21. Article 3.4.4 is revised to read as follows:

The Architect shall update the estimate for the Cost of the Work subject to the provisions of Article 6.2.

22. A new Article 3.4.6 is added to the Agreement, reading as follows:

Architect shall assist in obtaining CSI category estimates of construction costs.

23. Article 3.6.1.1 is revised to read as follows:

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A-104 or A201™–2017, General Conditions of the Contract for Construction as modified for this project. A copy of said modified A-104 or A-201 has been provided to Architect.

24. Article 3.6.1.3 is revised to add the following language at the end of that Article:

However, at Owner's option, Owner may assume all responsibilities of Architect concerning administration of the Agreement for Construction. Architect shall remain responsible for all work completed through the date Owner exercises this option and Owner shall be obligated for responsibilities for the work completed after Owner undertakes after the exercise of this option. Architect shall notify Owner of work in progress and Architect must set forth conditions for its completion.

25. Article 3.6.2.1 is revised to add the following language at the end of that Article:

Architect's obligations under this Article are in addition to those stated in Article 3.1.1.

26. Article 3.6.2.4 is revised to read as follows:

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and the custom and usage of the industry with the State of Florida 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 and shall not show partiality to either. The Architect's decisions on matters relating to esthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

27. Article 3.6.5.1 is revised to add the following language at the end of that Article:

However, all budgetary increases, change orders, or any other document representing a modification of the scope of the Project, must be signed by the Bishop of the Diocese or his designee, which shall include the Vicar General,

Chancellor, or Secretary for Administration, and Secretary for Christian Service, and such other persons as these individuals may designate -- or -- in the absence of a Bishop, then signed by the Diocesan Administrator *Sede Vacante*.

28. Article 3.6.6.5 is revised to add the following language at the end of that Article:

However, such services shall be deemed basic services as required by the Diocese close-out procedures.

29. Article 4.1.1 is revised to add the following language at the end of that Article:

Provided, however, that services otherwise identified in Article 3.1, and any services rendered by the Architect under Article 6 below, shall not be deemed Additional Services.

30. Article 4.2.1 is revised to read as follows:

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

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;

Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

Preparation for, and attendance at, a public presentation, meeting or hearing;

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

Evaluation of the qualifications of entities providing bids or proposals;

Consultation concerning replacement of Work resulting from fire or other cause during construction.

31. Article 4.2.2 is revised to read as follows:

Except for services required under Article 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

32. Article 4.2.3 is revised to read as follows:

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

33. Article 4.2.4 is removed in its entirety.

34. Article 4.2.5 is removed in its entirety.

35. Article 5.1 is revised to add the following language at the end of that Article:

Architect recognizes the need to allow sufficient time for review and approval by both the Pastor and owners representative.

36. Article 5.3 is revised to add the following language at the end of that Article:

The Diocese and Executive Director of Construction shall be deemed the owner representative.

37. Article 5.4 is revised to add the following language at the end of that Article: Owner shall furnish existing surveys, and Architect shall advise owner if the existing surveys are sufficient for use by Architect.

38. Article 5.5 is revised to read as follows:

Architect may request services of other consultants, when such services are reasonably required by the scope of the project; however, the owner must consent in writing to such services, as well as the costs thereof. Any services for coordinating the inspection of consultants and reporting the same to Owner, which shall be included as basic services.

39. Article 6.1 is revised to read as follows:

The Architect recognizes that this work is undertaken within budgetary limitations, and that the Architect is responsible for designing a Project that can be constructed within those limitations. The Owner relies upon the



Architect's professional ability to so perform, and the printed provisions of this Agreement are hereby modified accordingly. Owner recognizes that increases in the scope of work will increase the cost. Architect recognizes that the total project cost (from inception to the date of final completion) shall include but not be limited to the fees for (i) architectural services, (ii) surveying, (iii) subsurface soil investigation (GEO Technical Engineering), (iv) civil and all special building engineering disciplines such as structural, mechanical, electrical, plumbing, etc. (v) the construction costs, (to build-out all of the building systems and site improvements defined by the construction documents), (vi) the cost of all furniture, fixtures and equipment and accessories, (vii) the cost of other items which are not provided by the General Contractor and/or other specialty contractors, subcontractors and vendors which the Owner engages for this project; (viii) contingency.

40. Article 6.2 is revised to read as follows:

Prior to entering into this formal Contract, the Architect has reviewed and discussed the Project with the local Pastor and staff of the Diocese of St. Petersburg Construction Office. A preliminary estimate of the **Total Project Cost** is hereby established as follows:

Architect Fees	\$
Site Development Costs (including permits and impact fees)	\$
Construction Costs	\$
Contractor Fee (estimated)	\$
Items not included in Contract (Owner responsibility)	\$
Other	\$
<b>TOTAL PROJECT COST</b>	<b>\$</b>

which sum has been established upon consultation with the Architect, and the Owner has agreed to provide the necessary funds.

41. Article 6.3 is removed in its entirety.

42. A new Article 6.2.1 is added to the Agreement, reading as follows:

As the work progresses, but in no event later than the completion of the Design Development Phase, the Architect shall advise the Owner in writing if

Architect concludes that it will not be possible to complete the Project within the budget limitations. Upon receipt of any such notice, the Owner shall have the following options: 1) agree to an increase in the budget, or 2) abandon the Project (in accordance with Article 6.3) negotiate with the architect in order to reduce the scope and/or redesign those affected portions of the Project or otherwise allow the work to proceed within the budget limitations.

43. A new Article 6.2.2 is added to the Agreement, reading as follows:

If the Project will use the services of a construction manager, the Architect shall remain primarily responsible for designing the Project within the budget limitation stated above, and any preliminary budget from the construction manager shall not relieve the architect of this responsibility. The parties recognize that any preliminary budget furnished by the construction manager has not yet been established as a guaranteed maximum price with the Owner, and is rendered by the Construction Manager in an advisory capacity. If the Architect is not satisfied with the preliminary budget from the Construction Manager for any reason, the Architect shall advise the Owner that the construction estimate cannot meet the budget and shall not proceed with any further work until the budget issue has been addressed in accordance with the terms of this Agreement.

44. A new Article 6.2.3 is added to the Agreement, reading as follows:

Upon completion of the Schematic Design Phase, the Architect shall submit a written request to Owner for permission to proceed with the Design Development Phase and shall include a statement that Architect believes the total Project cost will remain within the budget established above. Architect shall not proceed with the Design Development Phase until Owner has given permission to do so in writing.

45. A new Article 6.2.4 is added to the Agreement, reading as follows:

Upon completion of the Design Development Phase, the Architect shall submit a written request to Owner for permission to proceed with the Construction Document Phase and shall include a statement that Architect believes the total Project cost will remain within the budget established above. Architect shall not proceed with the Construction Development Phase until Owner has given permission to do so in writing. Architect is advised that any design involving either new construction or renovations to a Church, especially the Sanctuary require compliance with the Diocesan regulations for construction and remodeling of liturgical/worship spaces. Approval from the Diocesan Committee for Liturgical Art, Architecture and Environment is required.

46. Article 6.3 is revised to read as follows:

Upon completion of each of the Phases of the work, the Architect shall notify the Owner if there have been any changes in his estimate of the (cost of the work) and request that the budgetary limitation be increased. Owner reserves the right to reject the work if the Architect's latest estimate (or the lowest bid in the event the Project has proceeded to that stage) exceeds by 10% of the previously approved and agreed upon limitation. In this event, the Architect shall be entitled to compensation which shall not exceed 50% of the amount which would have been payable, based on the latest approved budgetary limitation, unless the increase is the result of causes unrelated to design (E.G. extraordinary construction cost increases related to recent natural disasters, unforeseen shortages etc...).

47. Article 6.4 is revised to add the following language at the end of that Article:

However, Owner shall not be obligated to proceed with the Project if any adjustment under this Article exceeds the Total Project Cost.

48. Article 6.5 is revised to add the following language at the end of that Article:

However, the Compensation to the Architect is established as a fixed fee at the time of signing this Agreement, which was calculated based on a percentage of the construction cost estimate. The Architect compensation will not be adjusted solely on the basis of inflation of construction costs. However, compensation will be adjusted due to change in scope but only by written addendum to this agreement signed by both parties.

49. Articles 7.2, 7.3, 7.3.1, 7.4, and 7.5 are removed in their entirety.

50. Article 8.1 is revised to read as follows:

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution and prior to commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed upon mediator certified by the State of Florida.

51. Articles 8.1.1, 8.1.2, 8.1.3, 8.2.1, 8.2.2, 8.2.3, are 8.2.4 are removed in their entirety.

52. Articles 8.3.1, 8.3.1.1, 8.3.2, 8.3.3, 8.3.4, 8.3.4.2., 8.3.4.3, and 8.4 are removed in their entirety.

53. Article 8.2 is revised to read as follows:

Any litigation between Owner and Architect (which term for the purpose of this subparagraph shall include Architect's carrier), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida; and Owner and Architect each hereby waive and renounce any and all rights and options which they have or might have to bring or maintain any such litigation or action in the federal court system of the United States or in any United States Federal District Court. Venue and exclusive jurisdiction for any such action between Owner and Architect shall lie and be only in the appropriate state courts of the State of Florida in and for Pinellas County, Florida. Owner and Architect consent and submit to the jurisdiction of any such court and agree to accept service of process outside of the State of Florida in any matter to be submitted to any such court pursuant hereto. In the event of any litigation between the parties arising out of or relating to the Contract, the prevailing party shall be entitled to their reasonable attorneys' and paralegals' fees and costs through all (if any) appeals and in any bankruptcy. Under no circumstances shall the Owner be compelled to arbitrate any future disputes without its written consent.

54. Article 9.5 is revised to read as follows:

If the Project is abandoned by the Owner through no fault of the Architect, or if the Owner elects to terminate this Agreement without cause, the Architect's fee shall be payable, based upon the Phase (or portion thereof) of work completed. The maximum compensation payable under this Contract shall not exceed the following percentage of the latest approved budgetary limitation, unless otherwise specified by Exhibit to the Contract:

Project	If Construction Manager Project		If Not Construction Manager	
	<u>Phase</u>	<u>Accum</u>	<u>Phase</u>	<u>Accum</u>
Schematic Design Phase	15%	15%	13%	13%
Design Development Phase	20%	35%	17%	30%
Construction Documents Phase	35%	70%	35%	65%
Bidding or Negotiation Phase	N/A	N/A	5%	75%
Construction Administration	25%	95%	25%	95%
Closeout Documents	5%	100%	5%	100%

55. Articles 9.6, 9.7, 9.8, and 9.9 are removed in their entirety.

56. Article 10.1 is revised to read as follows:

This Agreement shall be governed under the laws of the State of Florida. Venue may be had only in Pinellas County, Florida. In the event of any litigation, including appeals, the prevailing parties shall be entitled to an award of reasonable attorneys' fees and costs.

57. Article 10.6 is revised to add the following language at the end of that Article:

Architect shall be required to review the Hazardous Material Survey provided by Owner. If no survey has been furnished by Owner, then Architect shall not proceed with the Project until Owner furnishes such survey. Notwithstanding anything in this article to the contrary, Architect shall have the responsibility and the duty to disclose to Owner any such hazardous materials that are known, or should be known, to the Architect during the normal performance of services.

58. Article 11.10.2.1 is revised to read as follows:

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable \_\_\_\_\_ days from receipt by the Pastor or Administrator of the Architect's invoice. Architect shall furnish a copy of the invoice to the Diocese of St. Petersburg's Construction office.

59. A new Article 12.1 is added to the Agreement, reading as follows:

The Architect shall perform such services as required by those listed on the Diocese of St. Petersburg Construction Management Form 87-01" and the Diocese's Close Out Procedures as basic services consistent with the terms and provisions of ARTICLE 3. The Owner and the Architect have established an allowance of \_\_\_\_\_ hours (if blank, the parties agree that a minimum of 20 hours shall be inclusive) for these two services. Compensation for the services associated with completing the form and close-out procedure, currently identified as an allowance, shall be adjusted as the project conditions necessitate (up or down) based on the Architect's actual hours of service.

60. A new Article 12.2 is added to the Agreement, reading as follows:

Under a separate agreement the Owner may engage a general contractor or construction manager, to provide pre-construction services to assist the Owner in the development of the project; and/or to construct the building(s) renovations, additions and site improvements based on the approved plans as permitted by the jurisdictional authorities. The General Contractor or Construction Manager becomes an integral part of the project team for consultation on construction, scheduling and pricing during the Design and Construction Document Phase. As part of the preconstruction services, the Contractor shall provide the Owner and the Architect with a copy of construction cost estimates, using the CSI 16 Division Format and other budget information as the schematic, design development and construction document phases are advanced by the Architect. However, the Architect shall remain responsible for developing the Total Project Cost under Article

6.2. The Architect shall assist the Owner and General Contractor (or Construction Manager) with the evaluation of construction costs and cost containment.

61. A new Article 12.3 is added to the Agreement, reading as follows:

The Contractor shall prepare the estimates and budgets (as defined in Article 6.1) and shall submit the same to the Owner and the Architect, consistent with the project development schedule which will be jointly established by the Owner, Architect and the Contractor. The Architect shall endeavor to identify any item(s) of the project, designed or specified by the Architect, which have not been included in the Contractor's budgets or construction cost estimates, which shall be part of the project and shall be the responsibility of the Owner as a AN.I.C. List@ (Not In Contract Item).

62. A new Article 12.4 is added to the Agreement, reading as follows:

Architect acknowledges that the Diocese utilizes a Apeer review@ process. Architect agrees to comply with that process and timely submit all documents necessary for the peer reviewing architect. Architect shall be at risk for failing to take into account recommendations from peer review that should prove deficient as to any code issues or design defects. The term Aat risk@ includes but is not limited to costs of correction of the Work, and design fees. Architect shall comply with peer review as follows:

A new Article 12.4.1 is added to the Agreement, reading as follows:

If the total project cost identified in Article 6.2 exceeds \$1,000,000.00, the peer review shall consist of two stages. The first stage shall be a preliminary review that occurs upon completion of the schematic design phase, outline specifications and preliminary cost estimate. The Architect shall take into account the suggestions from this first stage of peer review and incorporate the suggestions before proceeding with the Design Development Phase; or provide Owner with a written explanation or report on why such changes shall not be incorporated into the design. Owner reserves the right to accept or reject such explanation or report and require compliance with the peer review suggestions. Failure to follow this procedure shall be at the Architect's own risk. The second stage is outlined in Article 12.4.2 below.

A new Article 12.4.2 is added to the Agreement, reading as follows:

For all projects having a total project cost under Article 6.2 at or below \$1,000,000.00, or the second stage of projects exceeding a total project cost of \$1,000,000.00, peer review shall occur after the Architect has

prepared the construction documents. The Construction Document Phase shall not be considered complete until the Architect has responded to the peer review suggestions given for the construction documents. Architect shall incorporate the suggestions from this stage of the peer review or provide Owner with a written explanation or report on why such suggestions will not be incorporated within the construction documents. Architect's response shall be completed and submitted not later than the time for bidding, or in the case of a construction management project, prior to establishment of the guaranteed maximum price. The response shall be forwarded to Owner and to the contractor or construction manager. Failure to follow this procedure shall be at the Architect's own risk. Owner reserves the right to accept or reject the explanation or report.

63. A new Article 12.5 is added to the Agreement, reading as follows:

Architect has received the Diocese of St. Petersburg's modified General Conditions AIA 201 (2017) and agrees to incorporate the same on all instructions to Contractors and suppliers. Architect shall further specifically incorporate said modified General Conditions for General Conditions AIA 201 (2017) into all agreements between Architect and Architect's subconsultants.

64. A new Article 12.6 is added to the Agreement, reading as follows:

At the time of final payment by Owner, Architect shall have submitted all final documents, including all final documents from any governmental authority that relate to the Project. This requirement specifically includes all final documents and permits for South West Florida Water Management District.

65. A new Article 12.7 is added to the Agreement, reading as follows:

The other of priority for interpretation of the Architect Contract documents shall be as follows:

1. AIA Owner Architect Agreement B-101;
2. Hand written changes to the Architect contract;
3. Addenda or Exhibits of Architect;
4. Diocesan General Conditions AIA A201-2017.

66. A new Article 12.8 is added to the Agreement, reading as follows:

The Project is to be constructed by an independent (third party) licensed General Contractor. The Owner and General Contractor shall communicate through the Architect in accordance with applicable provisions of the Contract Agreement between the Owner and the Contractor.

Communications by and with the Architect or Architect's consultants shall be through the Architect. The Architect is to receive the application and certificate for payment from the General Contractor on a monthly basis as construction on the Project proceeds.

67. A new Article 12.9 is added to the Agreement, reading as follows:

Should the Owner limit or terminate the Architects services before or during the Construction Phase for other than cause, the Architect shall have no responsibility regarding interpretation and/or changes to the Contract Documents, or for any work during the administration of the construction contract.

68. A new Article 12.10 is added to the Agreement, reading as follows:

Payment applications and change orders that are required to be made in writing, may be made by mail, personal delivery, or electronic media. A legible facsimile or electronic (including APDF@) copy of any such documents and any signatures therein shall be considered for all purposes as an original.

69. A new Article 12.11 is added to the Agreement, reading as follows:

If any provision of the Contract between Owner and Architect, or any provision of any Addendum, should be held to be unenforceable for any reason, all remaining provisions shall continue to be in full force and effect. All obligations arising prior the termination of the Agreement and any Addendum which impose obligations, responsibility or liability between the Owner and Architect, shall survive the completion of the services hereunder and termination of the Agreement.