

AGREEMENT made as of the day of In the year
(In words, indicate day, month and year)

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

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

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

EwingCole
Federal Reserve Bank Building
100 North 6th Street
Philadelphia, PA 19106-1590

for the following project (the "Project" and/or "Work":
(Name, location and detailed description)

The stadium project entails a near complete rebuild of the existing 10,000 seat, multi-purpose, Class AAA stadium. Four primary elements of the existing stadium are planned to be salvaged: the playing field, the lower level seating bowl, the Home Team Locker Room and the parking lots, roadways and underground utility infrastructure. All other elements will be demolished and replaced with new construction.

The program scope and character of the new stadium would be similar to the new Class AAA ballpark in Lehigh Valley, PA (Iron Pigs) - a single-level concourse wrapping the entire field offering a variety of seating options including picnic/hospitality areas and lawn seating, upper level suites, Club seating, and outdoor party decks – as is illustrated in the conceptual plans and renderings developed by EwingCole in late 2010 for the Multi-Purpose Stadium Authority's fund raising efforts.

The project will be delivered via a construction manager at risk arrangement, which means that the construction manager will discharge all of the duties of a contractor and in addition have certain duties normally discharged by a construction manager. The terms "Contractor" and "Construction Manager" are used interchangeably throughout this Agreement. They refer to the same entity, which has not yet been selected. Generally, as used herein the term "Contractor" will refer to such entity when discharging the normal duties of a contractor and term "Construction Manager" will refer to such entity when discharging the additional duties normally discharged by a construction manager.

The Owner and Architect agree as follows.

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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

Location of Project: 235 Montage Mountain Road, Moosic, PA.

General Description of the Project: The partial demolition, substantial renovation and new construction of the existing multi-purpose stadium, known as PNC Field. The stadium shall be designed to the standards of the MiLB Professional Baseball Agreement for a Class AAA facility, at a minimum.

Estimated Construction Cost: \$28,700,000 (bricks and mortar)

Approximate Square Footage: +/-80,000 sf interior, enclosed area; 64,000 sf open concourse area; 58,000 sf seating area; +/-10,000 seating capacity;

§ 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:

Approximately March 20, 2012.

.2 Substantial Completion date:

Approximately March 5, 2013.

.3 The start of the design services being provided by Architect is June 27, 2011. Attached as Exhibit D is the Architect's Design Schedule, which has been agreed to by the Owner and the Architect.

§ 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 in accord with Articles 4 and 11.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect will not be required to perform the Additional Services unless requested to do by Owner and compensated therefor as provided in Section 4. Additional Services are limited to those items set forth in Section 4.

§ 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. Any designs, drawings or specifications prepared or furnished by the Architect that contain errors, conflicts or omissions arising from Architect's failure to perform in accordance with such standard will be promptly corrected by the Architect at no additional cost to the Owner. The Architect shall perform its services as expeditiously as is consistent with the Design Schedule (Exhibit D) as amended from time to time by Owner and Architect.

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

§ 2.4 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:

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

- .1 General Liability
\$1,000,000 each occurrence, \$2,000,000 general aggregate.
- .2 Automobile Liability
\$1,000,000 combined single limit per accident for bodily injury and property damage for all owned, leased and non-owned vehicles.
- .3 Workers' Compensation
\$500,000 per incident.
- .4 Professional Liability
\$5,000,000 each occurrence, \$5,000,000 general aggregate.
- .5 General Liability Umbrella
\$5,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and on Exhibit A and include usual and customary architectural, structural, mechanical, electrical, plumbing and fire protection engineering 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 provided by Owner or Owner's consultants.

§ 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. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. Attached as Exhibit D is the Architect's Design Schedule, which has been agreed to by the Owner and the Architect.

§ 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, Project site, and the proposed procurement or delivery method and the Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the above 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. 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. The preliminary design shall not be deemed complete until Architect has received concurrence from the Owner.

§ 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 shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling as reasonably required by Owner. 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 shall consider 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 shall 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 review and comment on any estimate of the Cost of the Work prepared by others and furnished by the Owner.

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall review and comment on the Owner's updated estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any required adjustments to the estimate of the Cost of the Work, and request the Owner's review and approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's review and approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's review and approval. The Construction Documents shall be prepared in accordance with the standard of care set forth in Section 2.2 and shall comply with the codes and permits of all applicable authorities having jurisdiction. 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 systems 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, if so requested by the Owner, 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 assist the Construction Manager in compiling 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 review and comment upon the Owner's updated estimate of the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, review and comment upon any updated estimate of the Cost of the Work prepared by others and furnished by the Owner, take any action required under Section 6.5, and request the Owner's review and approval.

§ 3.5 BIDDING OR NEGOTIATION 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 and/or the Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) reviewing 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 if requested by Owner or Owner's representative.
- .2 attend pre-bid conference for prospective bidders and
- .3 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.

§ 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.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

§ 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. However, the Architect shall be entitled to Additional Services in accordance with Article 4 when Contract Administration Services extend beyond 90 days after the date of Substantial Completion of the Work.

§ 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, but not less often than monthly during periods of active construction, to review and observe the Work and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. The Architect shall 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. In exercising this authority, the Architect shall use reasonable discretion considering its professional standards of care, the scale of the Project and, if applicable, codes and permits of authorities having jurisdiction. 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. This authority of the Architect to reject portions of the Work shall not create a duty to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

§ 3.6.2.3 The Architect shall interpret 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. The Architect shall discuss with Owner and make recommendations to the Owner on matters related to aesthetic effect. When requested by the Owner, the Architect shall make decisions with regard to aesthetic effect.

§ 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 take 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 in writing 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 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 and as expeditiously as possible, but in any event Architect shall use all reasonable efforts to make such response within five business days following the Architect's receipt of such request. If the Architect is unable to respond in such time, the Architect shall within such time provide a written statement of the reasons why it is unable to respond, and a date certain by which it will respond to the request. 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. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, if requested by the Owner or Owner's representative.

§ 3.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may accept a minor change in the Work or make a recommendation to the Owner.

§ 3.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall review the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

§ 3.6.6.6 If an action or duty is not specified in Article 3 or 4, it is specifically excluded from the scope of the Architect's responsibilities.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The services listed on Exhibit A under the title "Exclusions" are not included in the Basic Services of the Architect, but may be required by the Owner for the Project. Any items listed under the title "Exclusions" is an Additional Service if the Owner first directs the Architect in writing to perform such services. Any Additional Services provided in accordance with Article 4.1 and Exhibit A shall entitle (subject to the terms of Exhibit A) Architect to compensation pursuant to Article 11.2 and appropriate adjustment in Architect's schedule.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Design Period (Schedule D) that the Owner and Architect have agreed to for this Project is on a tight schedule, which requires cooperation of the Architect in developing and presenting to the Owner the various design phases and also the cooperation of the Owner in reviewing and approving the design phases and the budget approval as promptly as possible after each design phase submittal and prior to the commencement of the next design phase. The Owner's approval can be in writing or oral, if reflected in the approved meeting minutes of a Project meeting.

§ 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 and any required modification to the Architect's fee or documents.

§ 5.3 The Owner shall identify a representative (the Owner's Representative) authorized to act on the Owner's behalf with respect to the Project. The Owner shall also require the Contractor to identify a representative to act on behalf of the Contractor 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 Reserved

§ 5.5 Reserved.

§ 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 in addition to Commercial General Liability, Automobile, and Worker Compensation Insurance. The Owner and the Architect shall be named as additional insureds on all policies other than professional liability policies. Copies of insurance certificates shall be made available upon request.

§ 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 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall communicate with the Architect's Consultants through the Architect. 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 Architect and Owner shall mutually agree on the General Conditions of the Contract for Construction as they pertain to the Architect's duties and responsibilities under this Agreement. The Architect shall also review the General Conditions of the Contract for Construction and advise the Owner of any suggested revisions required for the benefit of the Project prior to execution. 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, review of the preliminary estimate of the Cost of the Work and updated reviews of the estimates of the Cost of the Work prepared by the Owner's consultant, Construction Manager, Owner's Representative, 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 review 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 Construction Manager shall 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 estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 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 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 may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating 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 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. The compensation, if any, to the Architect for such modifications shall be determined as follows: if the Construction Drawings do not conform to the scope and program as established at the conclusion of the Design Development Phase, then there shall be no additional compensation to the Architect; if the cost fluctuations are caused by market conditions outside of Architect's control, then one-half of the cost to Architect of modifying the Construction Documents shall be considered Additional Services, with the Architect bearing the other one-half of the cost without compensation or reimbursement.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner agree 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 solely 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 have a separate written agreement establishing the specific conditions governing the format and use of such electronic instrument of Service. A copy of such agreement is attached to this agreement as Exhibit E.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants for the benefit of the Owner. In the event that (a) Owner uses the Instruments of Service without retaining the author of such Instruments of Service for such use; (b) claims or causes of action are asserted by any third party or entity against the Architect or its Consultants related to such Instruments of Service and (c) it is judicially established in a final determination that negligent acts, errors or omissions of the Architect and/or its Consultants in the performance of its professional services were not wholly or in part responsible for the loss giving rise to such claims or causes of action, then, to the extent permitted by law, Owner shall indemnify, defend 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.

§ 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages, as against each other, 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.

§ 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 other legal recourse. 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 other legal recourse.

§ 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 a mediator mutually agreed to by both the Architect and the Owner under rules promulgated by the American Arbitration Association for construction industry disputes or other procedures agreed upon between Owner and Architect. 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.

§ 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.)

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.2.5 Either Owner or Architect may request expedited mediation of any dispute that while unresolved could reasonably be expected to delay or adversely impact the professional services to be delivered hereunder. Any such request by the Owner or the Architect shall be handled by the Mediator on a fast track schedule as expeditiously as possible on a schedule established jointly by the Mediator, the Owner and the Architect.

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 for such failure by the Owner to make payments, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Owner agrees that the Architect shall have no liability to the Owner or any other entity for delay or damage because of such suspension of services provided such suspension is not due to Architect's failure to perform. Before resuming services, the Architect shall be paid all sums due prior to suspension and any reasonable and direct 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 for more than 30 days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall not receive additional compensation on account of the suspension of the Project, but the Architect's 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. In the event of termination by the Owner for cause, Owner shall be entitled to offset against any amounts due and owing Architect by the amount of any damages that Owner claims it suffered as a result of Architect's breach; provided the Owner shall place the offset amount in an escrow account to be released to the party prevailing on such claim in the mediation or final judicial determination.

§ 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.

§ 9.7 In the event of termination, in no event shall the Owner be responsible for lost profits, opportunity costs or other post-termination damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

§ 10.2 Terms in this Agreement not otherwise defined 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 or to a buyer purchasing the Project if the lender or buyer, as the case may be, agrees to assume the Owner's rights and obligations under this Agreement. Except as otherwise permitted hereby or assignments to Owner's insurance carriers for the purpose of subrogation, Owner agrees that it will not, without the express consent of Architect, assign to the Contractor or to any other individual or entity any claims which arise out of or in connection with the Project.

§ 10.4 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 7 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. The Architect shall perform its services consistent with the standard of care as set forth in Section 2.2 so as to not design, specify or incorporate in the Drawings and so as to not approve any shop drawings specifying any hazardous materials in such a way as would violate the requirements of applicable law.

§ 10.7 With the Owner's consent, 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 and its Consultants in the Owner's promotional materials for the Project where appropriate, as determined by Owner in its sole discretion.

§ 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.)
 \$2,531,185 as a stipulated sum as set forth in Exhibit B hereto, subject to the terms of this Agreement

§ 11.2 For Additional Services authorized in Section 4.1 the Owner shall compensate the Architect on an hourly basis in accordance with the Architect's hourly rate schedule attached as Exhibit C hereto, as the same may be revised from time to time in the future with the approval of the Owner.

§ 11.3 N/A

§ 11.4 Compensation for the Architect's consultants shall be the amount invoiced to the Architect which shall not exceed the following budget without prior approval of Owner:

Site/Civil	\$84,000
Audio-Visual	\$73,000
Food Service	\$68,000
Landscape	\$80,000
Playing Field (for new bullpens)*	\$15,000
Surveying	\$28,400
Environmental	\$ 8,200
GeoTech	\$17,750

*This fee is estimate only. No proposal has been received yet due to uncertain scope of work. Figure will be adjusted by Owner and Architect based on final proposal.

§ 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	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Construction Phase	twenty	percent (20	%)
<hr/> Total Basic Compensation	<hr/> one hundred	<hr/> percent (<hr/> 100	<hr/> %)

§ 11.6 N/A

§ 11.7 N/A

§ 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 Owner authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets (other than digital transmission of documents);
- .3 Fees paid for plan review and permitting;
- .4 Printing, reproductions, plots, standard form documents, creating disks, cd-roms or copies of media for electronic delivery distribution;
- .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 beyond any renderings specifically noted within the Architect's proposal;

- .8 Site office expenses; and
- .9 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. Reimbursable Expenses of Architect and its consultants, in the aggregate, will not exceed \$160,000 without Owner's prior written consent.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 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 sixty (60) 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.

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

0.0% per annum

§ 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 legal 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, including supporting documentation.

§ 11.10.5 Owner's approval, acceptance, use of or payment for all or any part of the Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. In the event of any payment dispute, the Architect shall continue to perform services, and the Owner shall continue to pay all amounts not in dispute.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Architect shall keep all information regarding the Project and this Agreement strictly confidential (except for necessary disclosures to governmental authorities having jurisdiction over the Project) and shall not itself cause or permit any publicity or disclosure related thereto without the prior written approval of the Owner.

§ 12.3 The Architect agrees to require its consultants to comply with the insurance provisions of this Agreement unless Architect and Owner mutually agree to modify such requirements for consultants whose work is of relatively small scope. Architect will review with Owner the professional liability limits of Architect's consultants, and Owner agrees to consider lowering the professional limits required of such consultants to \$1,000,000 or \$2,000,000 based on the nature of the services to be performed and size of the consultant performing such services.

§ 12.4 Architect agrees to indemnify, defend and hold harmless Owner, its members, officers, directors, employees and agents from and against any claim, loss, liability, duty, obligation or damage and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) arising out of the negligent acts or omissions of Architect and/or its consultants in connection with the performance of Architect's obligations under this Agreement, including, without limitation, claims arising from personal injury or death to the extent caused by the negligent acts, errors or omissions of the Architects and/or its consultants. This section shall survive expiration or termination of this Agreement.

§ 12.5 No consent or waiver by Owner or Architect shall be effective unless it is in writing and then only to the extent expressly stated.

§ 12.6 The Architect shall furnish Drawings and Specifications electronically to the Owner and Owner's consultants upon request and as a condition of final payment. All files shall be complete and editable and shall be provided in CAD format as requested.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, together with Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E 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 also references the following documents listed below:

- AIA Document A-201 (2007)
- AIA Owner-Construction Manager Agreement – A-133 (2009)
- AAA Construction Mediation Procedures (2009)

Provided, however, unless expressly incorporated herein and then only the extent of the express reference, the terms of the above referenced documents are not binding upon Owner or Architect, do not supersede any provision herein and do not affect or modify the obligations of Owner or Architect.

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Pradeep R. Patel
PRADEEP R. PATEL
PRINCIPAL

EXHIBITS

Exhibit "A" - Basic Services and Additional Services of Architect

Exhibit "B" -- Lackawanna County Stadium Cost Estimate for A/E Fees with Consultants

Exhibit "C" -- Architect's Hourly Rate Schedule

Exhibit "D" -- Project Design Schedule -- PNC Field Renovation

Exhibit "E" -- EwingCole Agreement for Delivery of Documents in Electronic Form

EXHIBIT A

Basic scope of A/E services by Architect

- Programming
- Concept Design
- Schematic Design
- Design Development
- Construction Documents - including preparation of certain early bid packages, such as underground utilities, concrete foundations and demolition as determined by the CM
- Submission to Code Officials
- Bidding/Negotiation
- Construction Administration
- Project Closeout
- Professional Baseball Association (PBA) Review
- Attendance at public hearing meetings

Note: Design Meetings are assumed to be held in Philadelphia on a weekly or bi-weekly basis depending on the design phase.

Architect basic Architectural Services include:

- Interior Design – selection of finishes only (see exclusion regarding FF&E)
- Management of coordination with the following Specialty Design Consultants – Site/Civil, Audio/Visual, Food Service, Landscape Architecture and Playing Field.
- Management of coordination with the following Owner due diligence consultants - Surveying, Environmental, Geotechnical.

Architect basic Engineering Services include:

- Structural
- Mechanical
- Electrical
- Sports Lighting Design
- Fire Alarm
- Plumbing
- Fire Protection
- Telecommunications (limited to tele/data services only)
- Signage – code required signage only

Reimbursable Expenses:

Architect will invoice for reimbursable expenses at cost. The estimate for reimbursable expenses is a budget only, not a fixed amount.

Exclusions:

- Accessibility Consulting (assumed to be a consultant to Owner).
- Testing & Inspections (hired by Owner).
- Preparation of Construction Documents utilizing BIM or Revit software.
- Fixture/display design of Team Store (base fee assumes interior finish selection of basic interior components only).
- Selection of Owner FF&E such as loose furniture (incl. office systems furniture), or equipment such as copiers, refrigerators, microwaves, ice machines, baseball training equipment, etc. -Wayfinding Signage & Graphics design/documentation.
- Traffic Engineering (if required).
- Specification of Owner P.O.S. system.
- Renovations/enhancements to existing spaces to remain (i.e. Home Team Locker Rm.). -Refurbishing or redesigning existing stadium parking lots or roadways.
- Revisions to the existing playing field configuration (i.e. change outfield profile to match Yankee field.).
- Survey of existing stadium equipment to be salvaged and reused.
- Preparation of Bid Packages.
- A/E Peer reviews – base scope fee assumes no time for peer reviews.
- Cost Estimating (assumed to be done by CM).
- LEED certification.
- Record Drawings.

In compiling the list of Basic Scope of A/E Services by Architect the Architect is contemplating that Owner shall require a foreseeable scope, quantity and reasonable costs for such services, but if Owner's requirement materially exceeds foreseeable limits of scope, quantity and reasonable costs, the Owner and Architect agree that they will discuss the matter, and Owner in its sole judgment may, but is not obligated to, determine that Architect is entitled to Additional Services treatment for services that it has or will perform.

EXHIBIT B

LACKAWANNA COUNTY STADIUM

Hard Construction Budget + Contingency	\$ 30,000,000.00	Estimat. Reimbursables	
7.5% A/E fee	x.075		
Subtotal Fee:	\$ 2,250,000.00	\$ 100,000	
<hr/>			
FF&E Budget Allowance (add'l. hard construction cost)			
Scoreboard & Control Rm Equip.	\$ 1,550,000.00		
Food Service Equip.	\$ 1,500,000.00		
Signage	\$ 100,000.00		
Misc. Equip. (I.e washer & dryer, TVs...)	\$ 100,000.00		
Subtotal:	\$ 3,250,000.00		
FF&E Budget Total	\$ 3,250,000.00		
7.5% A/E fee	x.075		
Subtotal Fee:	\$ 243,750.00		
Total A/E fee on Hard Cost + FF&E	2,493,750.00		
<hr/>			
A	Specialty Design Consultants	Base Fee	Estimat. Reimbursables
1	Site/Civil	\$ 84,000.00	5,000
2	Audio/Visual	\$ 73,000.00	32,000
3	Food Service	\$ 68,000.00	11,000
4	Landscape	\$ 80,000.00	4,500
5	Playing Field (see Note 1)	\$ 15,000.00	2,500
	Subtotal Fees	320,000.00	\$ 55,000
	Specialty Consultant Fees Total	\$ 320,000.00	
	10% mark-up for Consult. Management	x.10	
	Subtotal A/E Mgmt Fee:	32,000.00	
<hr/>			
B	Due Diligence Consultants	Base Fee	Estimat. Reimbursables
1	Surveying	\$ 28,400.00	1,000
2	Environmental	\$ 8,200.00	2,000
3	Geotech	\$ 17,750.00	2,000
	*Subtotal Fees	\$ 54,350.00	\$ 5,000
	Due Diligence Consultant Fees Total	\$ 54,350.00	
	10% mark-up for Consult. Management	x.10	
	Subtotal A/E Mgmt Fee:	\$ 5,435.00	

A/E Fee Summary

Fees for Hard Construction Cost + FF&E	\$	2,493,750.00	
10% mark-up for Specialty Consults.	\$	32,000.00	
10% mark-up for Owner's Consults.	\$	5,435.00	
Total EC A/E Fees w/o consultant fees	\$	2,531,185.00	
Specialty Consultant Fees	\$	320,000.00	
Owner's Consultant Fees	\$	54,350.00	Total Estim. Reimburs.
*Total A/E Fees with consultants	\$	2,905,535.00	\$ 160,000

*Figures do not include Traffic Engineering, Accessibility Consultant or Testing & Inspection fees which need to be hired by the Owner.

Notes:

Fee listed is an estimate only. No proposal has been received yet due to uncertain scope of work. Figure will be adjusted based on final proposal.

EXHIBIT C

Architect's Hourly Rate Schedule

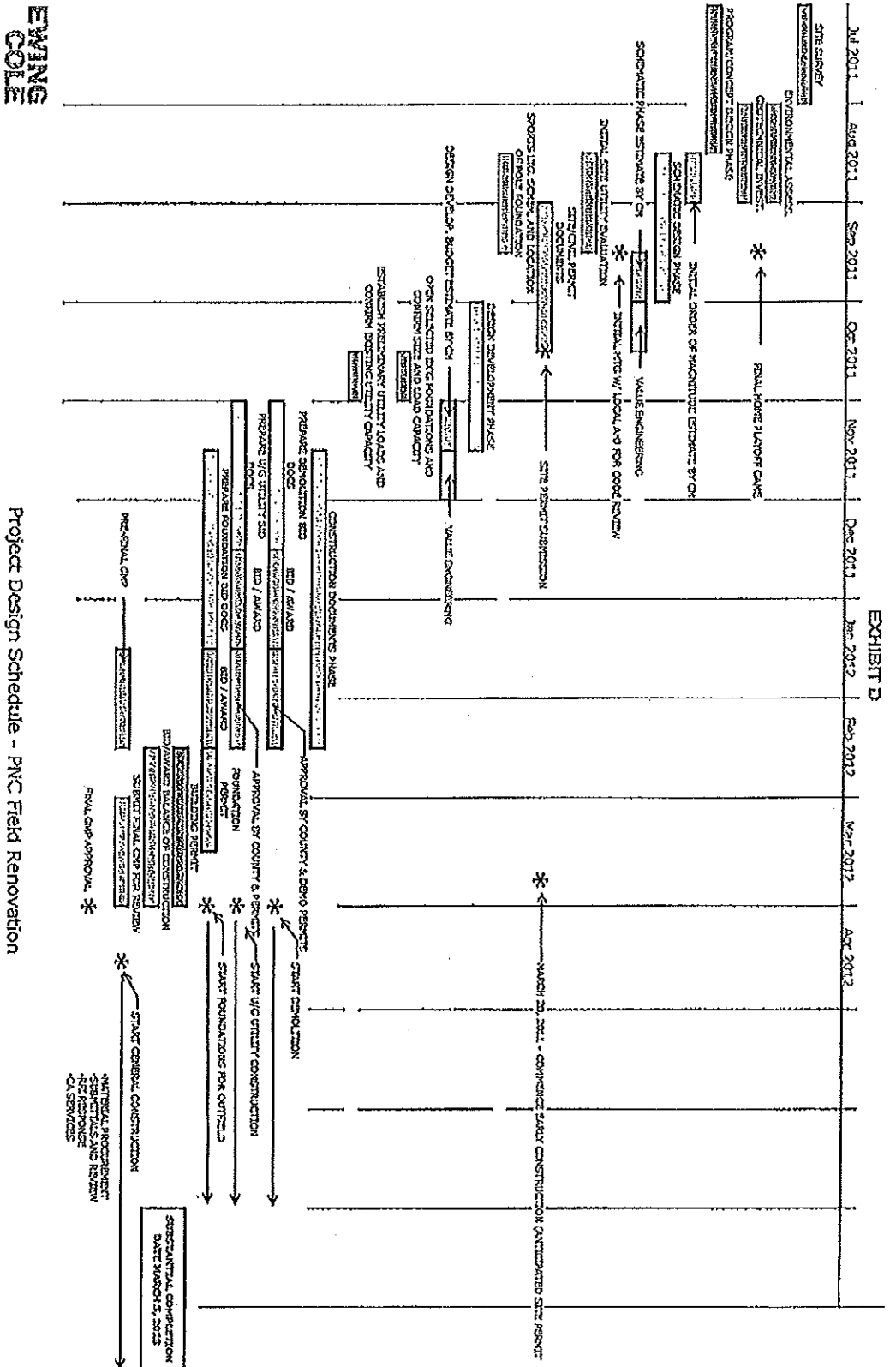
Project Principal	\$280.00/hr
Project Manager.....	\$200.00/hr
Senior Planner/Designer.....	\$200.00/hr
<u>Senior Architect</u>	<u>\$180.00/hr</u>
<u>Project Architect.....</u>	<u>\$160.00/hr</u>
Architect.....	\$130.00/hr
Senior Engineer	\$180.00/hr
Project Engineer	\$160.00/hr
Engineer	\$130.00/hr
Senior Interior Designer	\$180.00/hr
Interior Designer	\$150.00/hr
Staff Architect	\$110.00/hr
Staff Engineer.....	\$110.00/hr
Administrative/Clerical.....	\$60.00/hr

EXHIBIT D

Project Design Schedule - PNC Field Renovation

See attached.

Exhibit D



**EWING
COLE**

Project Design Schedule - PNC Field Renovation

EXHIBIT E

EwingCole Agreement for Delivery of Documents in Electronic Form

See attached.

EXHIBIT *A E*

AGREEMENT FOR DELIVERY OF DOCUMENTS IN ELECTRONIC FORM

Project: PNC Field Renovations

Project No. 20110301

Architect: EwingCole

Owner: Multi-Purpose Stadium Authority of Lackawanna County *date*

In connection with the Agreement between the Owner and Architect dated _____, Architect will provide the Owner with certain Instruments of Services in electronic machine-readable format. These documents shall hereinafter be referred to as the "Electronic Documents". It is understood and agreed that it may become desirable for the Owner to make certain Electronic Documents received from the Architect available to other parties related to the Project, or to request the Architect to transmit Electronic Documents directly to such other parties on the Owner's behalf. It is the intent of this Agreement to govern all circumstances under which such Electronic Documents are delivered or used. This Agreement shall become binding on all parties who wish to use Electronic Documents. Any individual or entity who receives any Electronic Documents, shall be referred to in this agreement as the "Recipient." Each Recipient shall execute this Agreement prior to receiving any Electronic Documents.

In consideration of the receipt of the Electronic Documents, the Recipient agrees as follows:

1. It is understood and agreed that all drawings, specifications or other documents of any kind prepared by Architect or its subconsultants, whether in hard copy or in any electronic or machine readable format, including Electronic Documents, (collectively the "Architect's Documents"), are instruments of their services prepared solely for use in connection with the single project for which they were prepared and that Architect and its subconsultants retain all common law, statutory and other reserved rights, including the copyright. This agreement is not intended to in any way alter the respective interests of the parties in the Instruments of Service or the conditions governing their release or use as set forth in Article 1.3.2 of the Agreement.
2. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications that are, and remain, the Contract Documents for the Project.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in such Electronic Documents or in the media, in which they are contained, either express or implied.
4. It is further understood and agreed that only printed copies of the Instruments of Services shall be signed and sealed by Architect or its subconsultants in accordance with the laws of the state in which the project is built.

5. If any differences exist between printed Instruments of Service and Electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the Electronic Documents. Nonetheless, should a discrepancy be found, it should be brought to the attention of the Architect for interpretation.
6. Except to the limited extent permitted in Paragraph 8 of this Agreement, Recipient agrees not to add to, modify, or alter in any way, or to allow others to add to, modify, or alter in any way, the Electronic Documents or any printed copies thereof.
7. The Electronic Documents are supplied in the following format: Word 2000, Excel 2000 and Autodesk Architectural Desktop 3.3.

Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of hard copies of Instruments of Service into electronic or machine readable format or the conversion of Electronic Documents from the machine readable formats used by Architect to some other format may introduce errors or other inaccuracies. Recipient therefore agrees to confirm the accuracy of the Electronic Documents before using them. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.

8. Where the Recipient has received specific permission to use the Electronic Documents in connection with Recipient's obligation to prepare certain documents for the Project, Recipient shall, in addition to the other obligations set forth herein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Electronic Documents used by Recipient. It is understood and agreed that the Electronic Documents are not to be used by any contractor or any of its subcontractors of any tier or any material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Electronic Documents as backgrounds upon which to prepare its shop drawing or other submittal when it is specifically permitted in technical section of project specification. When these electronic documents are used as backgrounds in the preparation of shop drawings or other submittals, the Recipient agrees to confirm the accuracy of the electronic documents before using them, Recipient agrees to accept all responsibility for any errors or inaccuracies and to release the Architect and its subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
9. All transmittals of Electronic Documents whether by disk, cd-rom, e-mail, Internet or any other methods shall require that the file name, size, date and time be recorded by the Sender along with the date and time of the transmission (if by electronic means) and the identity of the sender and recipient.
10. Recipient further agrees that the Architect's Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to Recipient for the limited purpose stated above only. Recipient agrees not to use the Electronic Documents, in whole or in part, for any purpose or project other than as stated above or to allow others to use the Electronic Documents, if they have not executed this Agreement with the knowledge and approval of the Architect.
11. Recipient agrees to waive any and all claims and liability against Architect and its subconsultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Electronic Format.
12. Recipient further agrees to indemnify and save harmless the Owner, Architect and its subconsultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including

reasonable defense and attorneys fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement for the Delivery of Documents in Electronic Format; or 2) a defect, error or omission in the Electronic Documents or the Information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2, or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

EwingCole:

Name: Craig J. Schmitt, RA
Title: Principal

Date:

Recipient:

Name:
Title:
Company:

Date: