

PW033115-16

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: 4/6/15

Project Name & Number: Rapid Transit Addition Project No. 15-2248

CIP #: 51084

Project Description: Expansion of Bus Storage Facility to accommodate approximately twelve buses and renovation of maintenance bay.

Consultant: Geiger Architecture

Original Contract Amount: \$98,950.00

Original Contract Date:

Original Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: _____

Change Requested: _____

New Contract Amount: _____ \$0.00

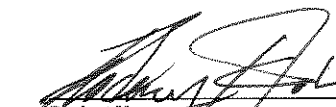
Current Completion Date: _____

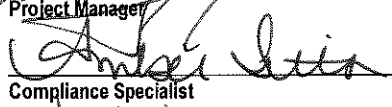
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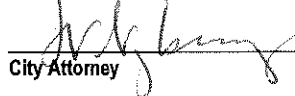
Funding Source This Request:

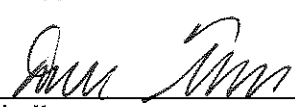
Amount	Dept.	Line Item	Fund	Comments
\$98,950.00	915-505	4223	05058915	CIP Government Buildings
\$98,950.00	Total			

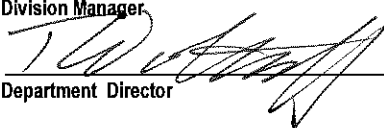
Agreement Review & Approvals

 3-24-15
 Project Manager Date

 3/24/15
 Compliance Specialist Date

 3/31/15
 City Attorney Date

 3-24-15
 Division Manager Date




 3-24-15
 Department Director Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Appropriation 4/2/15    

Cash Flow



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 23rd day of March
in the year Two Thousand Fifteen.
(In words, indicate day, month and year.)

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

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

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

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

Geiger Architecture
613 Main, Suite 201
Rapid City, SD 57701

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

Rapid Transit Addition - City Bus Maintenance Facility
760 Centre Street, Rapid City, SD 57701

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

The project is an addition to the existing building, for the purpose of housing a portion of the City's bus fleet and to create a light duty bus maintenance shop in the existing building.

The budget for the Bus Storage Addition is \$1,000,000 inclusive of consultant fees. The project will be publicly bid as a single contract, lump sum.

Architect's consultants are: FMG, Skyline Engineering, and Hermanson Egge Engineering.

§ 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:
As early as practical.
- .2 Substantial Completion date:
December 31, 2015

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

N/A

.2 Automobile Liability

N/A

.3 Workers' Compensation

N/A

.4 Professional Liability

N/A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's 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 and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the 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 adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and 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 assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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

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

§ 3.5 BIDDING 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 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) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural Interior Design (B252™-2007)	NP	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site project representation	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-designed Record Drawings	NP	
§ 4.1.15 As-constructed Record Drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	NP	
§ 4.1.22 Commissioning (B211™-2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™-2007)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	

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

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Six (6) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding 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, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

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

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

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

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

\$98,950 includes normal reimbursable expenses

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect: \$105/hour

CADD: \$ 95/hour

Clerical: \$ 55/hour

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

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

Architect: \$105/hour

CADD: \$ 95/hour

Clerical: \$ 55/hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 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:	percent (15 %)
Design Development Phase:	percent (20 %)
Construction Documents Phase:	percent (50 %)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase:	percent (10 %)

Total Basic Compensation: one hundred percent (100.00%)

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

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

Employee or Category	Rate
Architect	\$105
CADD	\$ 95
Clerical	\$ 55

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

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

To be negotiated

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of

----- Dollars
(\$ -----) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

The construction cost of the Light Duty Bus Maintenance Shop is not included in the project budget of \$1,000,000.

The Architect's consultants' agreements are attached

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Init.

3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER (Signature)

City of Rapid City

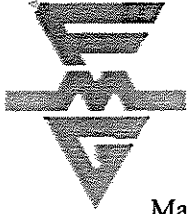
(Printed name and title)



ARCHITECT (Signature)

Geiger Architecture - Lee Geiger

(Printed name and title)



FMG INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
FAX 605/342-4222

March 18, 2015

Geiger Architecture
Mr. Lee Geiger
613 Main Street
Rapid City, SD 57701

RE: SURVEYING AND FLOOD PLAIN APPLICATION SERVICES PROPOSAL
CITY BUS MAINTENANCE FACILITY AT 760 CENTRE STREET
RAPID CITY, SD

Dear Lee:

Thank you for the opportunity to provide a proposal for professional services for the referenced project.

PRECONSTRUCTION SURVEYING SERVICE

The Surveying Services task is to prepare a Preconstruction topographic survey and map of the property. An aerial is attached showing the limits of the proposed survey. The following assumptions are made in relation to the survey.

- Survey will be on local control established by FMG. Vertical Datum will BE NGVD 1929.
- Utility locates to be by SD One Call Services. Locates by a private utility location service, if required, would require extra fees or service payment by owner.
- No survey will be completed inside of the existing building.
- Deliverables to be in Autocadd and PDF format.

FLOODPLAIN APPLICATION SERVICES

The following scope of services is included in the Floodplain Application services task.

- Attend Kickoff Meeting/Discuss Floodplain Requirements with Design Team.
- Preliminary Plan Review for Floodplain Compliance.
- Review Final Plans and Prepare Floodplain Application Documents.
- Perform As Built Survey for specific Elevations and for photo documentation required for Post Construction Elevation Certificate.
- Prepare Post Construction Elevation Certificate

Floodplain application services do not include any design related services.

FEES

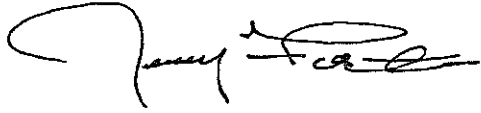
Our Proposed Fees for the above described scope of work are:

PRECONSTRUCTION SURVEY SERVICES	\$3,978.00
<u>FLOODPLAIN APPLICATON SERVICES</u>	<u>\$1,616.00</u>
TOTAL PROPOSED FEE	\$5,594.00

Please give me a call if you have any questions.

Sincerely,

FMG, Inc.

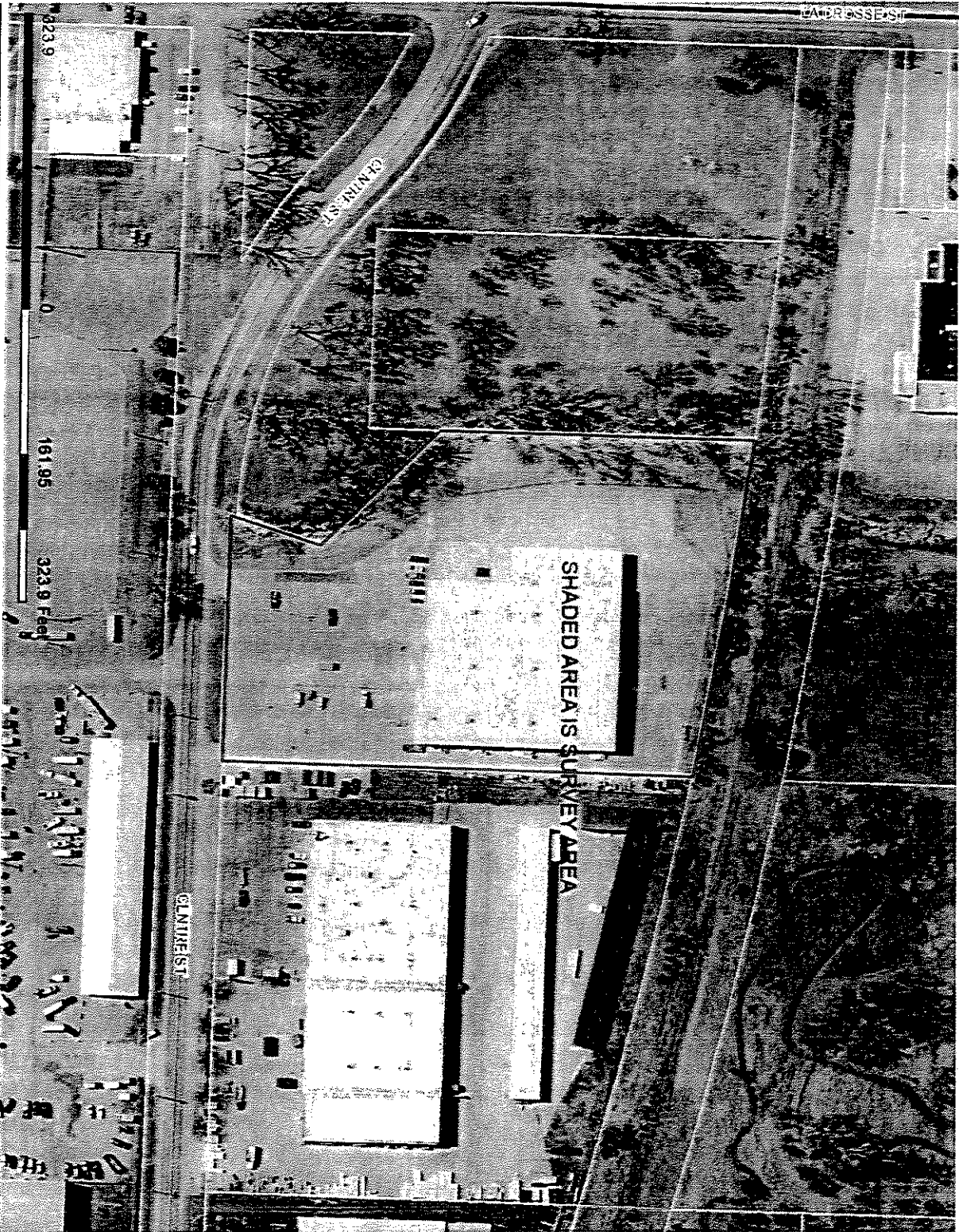
A handwritten signature in black ink, appearing to read "Jerry D. Foster". The signature is fluid and cursive, with a large initial "J" and "F".

Jerry D. Foster P.E.

Attachment

CC Proposal File

Rapid City-Pennington County GIS



DISCLAIMER: This map is provided as is without warranty of accuracy, timeliness, or completeness. The burden for determining accuracy, completeness, timeliness, matchability, and fitness for or the appropriateness for use rests on the user. Rapid City and Pennington County make no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts the limitations of the map and the user that the data used to create the map is current and is in the constant state of maintenance, correction, and update. This document does not represent a legal survey of the land. There are no restrictions on the distribution of this map or the use of the data for any purpose, other than the City of Rapid City copyright/credit notice must be legible on the print. The user agrees to recognize and honor in perpetuity the copyright and other proprietary claims for the map(s) established or produced by the City of Rapid City or the vendors furnishing said items to the City of Rapid City.

Legend

- Interstate
- US Highway
- SD Highway
- County Highway
- Water road
- Water shield
- Corridor
- Range
- Paved road
- Unpaved road
- Trail
- FS Highway
- Abund stream
- Ice yet coded
- Lot Lines
- other
- Parcel Line
- Township/Section Lines
- 0
- 7
- County Line

Scale: 1:1,943

Map Notes:

March 10, 2015



Client:
Geiger Architecture
613 Main St # 201
Rapid City, SD 57701
Phone: (605) 348-6062

ATTN: Lee Geiger, AIA
Project Architect

Re: Rapid City Bus Barn – Storage Addition.
760 Centre Street
Rapid City, SD 57701
Job # 15-016

Dear Mr. Geiger:

Hermanson Egge Engineering, Inc. hereby proposes to furnish structural engineering services for the following described project:

Project Description

1. New proposed storage room addition added to the ~~north~~ side of the building.
2. The addition will be approximately 40 feet in the east west direction x 80 feet in the north south direction.
3. It is assumed that the roof framing will be metal deck over steel bar joists and steel beams. Steel columns will be used to support the roof structure.
4. It is assumed that the foundation system will be built with concrete drilled piers supporting the columns and grade beams.
5. We are assuming that the main level will be constructed with a concrete slab on grade over engineered fill.
6. The new floor slab elevation is unknown at the time. It may be lower than the adjacent existing floor elevation.
7. A new wall system will be added to the sides of the adjacent existing canopy structure to make an enclosed storage room.
8. We shall endeavor to coordinate the design and layout the structure with the architect and other engineering disciplines such that all there will be minimal conflict.
9. The project will be issued for bid to general contractors in one bid package.
10. Construction Phase Services - Questions, shop drawings review and, periodic site inspection during construction.

Project Basic Services

Design Services shall be limited to the following:

1. Structural building and foundation design within the outline of the building.
2. Preparation of construction documents in packages prepared for bidding to contractors.
3. Preparation of project specifications will be on the plans.

4. Construction administration.

Project Scope of Work services:

1. Design Phase:
 - a. Attend meetings
 - b. Establish structural design criteria
 - c. Foundation drawings
 - d. Framing layout drawings
 - e. Prepare typical detail sheets
 - f. Assist preparing preliminary opinion of cost of construction
2. Construction Phase Services Phase:
 - a. Bidding and award
 - i. Provide structural addenda and clarifications
 - b. Submittal review
 - i. Review special submittals for items designed by SER
 - c. Site visits
 - i. Make site visits at intervals appropriate to the stage of construction
 - ii. Prepare site visit reports

RECOMMENDED ADDITION CONSTRUCTION SERVICES

In addition to the Basic Services listed above under this Agreement, the Consultant recommends to the Client certain other services, which the Consultant deems necessary for the this project. Those addition services are list below:

1. Structural - Special Inspections for rebar installation by Structural Engineer of Record (SER) - This is the site inspection and approval of the installation of all rebar prior to the placement of concrete in the concrete grade beams, pile caps, block elements and slab on grade.

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these recommended services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Consultant's not providing these additional construction Services.

Services not set forth above as Basic Services of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the Basic Services of this agreement.

Compensation

Our compensation for Basic Services:

1. A lump sum of \$10,000, plus normal reimbursable expenses and applicable taxes.

The Client has agreed that the consultant will provide the client the Basic Services listed above for the compensation listed above.

Additional Services Compensation

For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by the Client, our compensation will be hourly at the our normal rates. Those hourly rates as of this date are listed below:

Description	Rate/Hr
Principal	\$130
Designer III	\$105
Technician	\$85
Staff	\$50

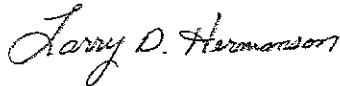
Notice to Proceed

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office or by sending us an AIA architect-consultant agreement for our review and signature. We will proceed with our work upon receipt of your signed proposal.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project.

Sincerely,

Hermanson Egge Engineering



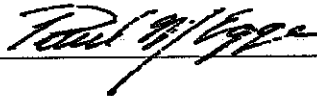
Larry Hermanson, PE
President

Miscellaneous Provisions that follow this proposal are part of this agreement.

ACCEPTED for Hermanson Egge Engineering

Date - February 13, 2015

Partner: Paul M. Egge, PE



ACCEPTED for the Client
By (signature) _____

Date - _____, 20__

Print Name _____

Miscellaneous Provisions

Insurance

Hermanson Egge Engineering shall endeavor to keep in force for the term of the project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the maximum amount of \$ 2,000,000 per claim and \$ 2,000,000 annual aggregate.

Allocation of Risk

The risk involved in this project, has been allocated such that the Client agrees that Hermanson Egge Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.

Hazardous Materials

Both parties acknowledge that Hermanson Egge Engineering's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Hermanson Egge Engineering or any other party encounters asbestos, hazardous or toxic materials, PCBs, combustible gases or material, petroleum or radioactive materials or any substance or any material and in any quantities as would pose a substantial danger to persons or properties at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Hermanson Egge Engineering's services, Hermanson Egge Engineering may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Disputes

All claims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof shall be decided in accordance with the laws of the State of South Dakota. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall first be submitted to the American Arbitration Association Mediation Department. A mutually agreed upon qualified alternative dispute organization may be used. Mediation shall continue until resolution of the dispute or until the mediator notifies the parties that it is unlikely that the dispute will be resolved through mediation. In the event that any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, attorney fees and all other related reasonable expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration or mediation, the term "prevailing party" shall be determined by that process.

Termination

Either party, giving written notice to the other party ten days prior to the termination date, may terminate this agreement with cause. Hermanson Egge Engineering shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at the normal hourly rate plus reimbursable expenses incurred up to the termination date, plus any termination expenses including but not limited to demobilization, reassignment of personnel, associated overhead costs and all expenses directly related to the termination.

Lien Rights

All lien rights as and if necessary shall be invoked for nonpayment of services rendered. Any notification of lien rights if required by law will be sent to the Owner prior to commencing work on this project.

Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Design Professional's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.

Payments

Invoices will, in most cases, be submitted bimonthly and are due upon presentation. The invoice shall be considered past due if not paid within 30 calendar days of the due date as posted on the invoice. If payment is not received within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month. Payment thereafter shall first be applied to the accrued interest and then to the unpaid principal. If the Client fails to make payments when due and

we incur costs in order to collect the overdue sums from the Client, the Client agrees that all collection costs incurred shall immediately become due and payable. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses including court costs. This obligation of the client to pay the collection fees shall survive the terms of this agreement or any early termination by either party.

Satisfaction with Services

Payment of any invoice by the Client shall mean that the Client is satisfied with the services to the date of payment and is not aware of any deficiencies in those services.

Contractor and Subcontractor Claims

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Hermanson Egge Engineering and their employees and sub-consultants to all construction contractors and subcontractors on the Project for claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Hermanson Egge Engineering and their sub-consultant to all those named shall not exceed the amount of the design fee rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

Jobsite Safety

Hermanson Egge Engineering and its personnel have no authority to exercise control over the construction contractor or its employees in connection with their work or any health or safety programs or procedures. The presents of Hermanson Egge Engineering at the job site shall not relieve the General Contractor of its obligation, duties, and responsibilities including but not limited to construction means, methods, sequence, superintending and coordinating the Work in accordance with the contract documents and any health and safety precautions required by any regulatory agencies. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Hermanson Egge Engineering as instruments of service shall remain the property of Hermanson Egge Engineering. Hermanson Egge Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to the construction documents without written authorization. The client agrees to hold indemnify and hold harmless Hermanson Egge Engineering against any damages, liabilities, costs, and legal fees arising from or allegedly arising from or in anyway connected to the unauthorized or reuse of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without written authorization from Hermanson Egge Engineering.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Hermanson Egge Engineering shall not be considered as assignment for purposes of this Agreement.

Standard of Care

In providing services under this Agreement, Hermanson Egge Engineering will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Opinions of Probable Construction Costs

In providing opinions of probable construction costs, the client understands that Hermanson Egge Engineering has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Hermanson Egge Engineering's opinion of probable construction costs are made on the basis of the Hermanson Egge Engineering's professional judgment and experience. Hermanson Egge Engineering makes no warranty, expressed or implied that the bids or the negotiated cost of Work will not vary from the Consultant's opinion of probable construction costs.

Design Without Construction Phase Services

It is understood that Hermanson Egge Engineering's basic services shall include Construction Phase Services. If the client, contractor or building owner decides to remove these services at any time during the design phase or construction phase, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Hermanson Egge Engineering harmless for any loss, claim or cost, including attorneys' fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes

made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of Hermanson Egge Engineering. If during construction, the client, contractor or architect decides to remove Construction Phase Services, the Client assumes all responsibility including design negligence and waives any claim against Hermanson Egge Engineering that may be in any way connected thereto.

Other

Hermanson Egge Engineering's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Hermanson Egge Engineering and any third party. Hermanson Egge Engineering relies solely and exclusively on the Client to provide complete, accurate and timely information of the Owner's design criteria.

Reimbursable Expenses Schedule

Reimbursable expenses include expenses incurred by Hermanson Egge Engineering and management's employees in the interest of the Project. They include but are not limited to:

1. Expense of transportation in connection with the Project.
2. Expense for Out-of-Town Hotel Stay
3. Expense of Food for Out-of-Town Travel
4. Expense of reproductions, postage and handling of Drawings, Specifications and other documents for Owner, contractor, permitting agency, and etc. (excluding reproductions for the office use).
5. Typical project expenses:
 - a. Document/Drawing Printing At cost plus 15%
 - b. Mileage \$ 0.75/mile
 - c. Food Per Diem of \$100/day/person
 - d. Hotel At cost plus 15%
 - e. Courier services At cost plus 15%
 - f. All other consultants and expenses At cost plus 15%
 - g. Surveying material including nails, paint, stakes, etc. At cost plus 15%



ARTICLE 1 Parties to the Proposal

- 1.1 This Proposal from Skyline Engineering, LLC. (hereinafter "Skyline") to Geiger Architecture (hereinafter "Client"), is for the services as described herein, on the following project: RC Bus Storage Expansion Project (Hereinafter "Project").

ARTICLE 2 Use of Document

- 2.1 This document summarizes Skyline's understanding of the project and required services anticipated, as described herein, on the following project. It is understood the client will utilize the enclosed language as the basis for Mechanical and Electrical design services as extension of the project's prime design contract via insertion into/or attachment to the AIA Standard agreement. This document shall not become executable unless attached thereto and the AIA document signed by both parties.
- 2.2 Addition compensation shall be negotiated for any Prime agreement stipulations in addition to the offering herein.

ARTICLE 3 Project Description (Supplement to the AIA Contract Project Description)

- 3.1 The project expands the existing RTS Bus Storage facility located adjacent to Ziggy's in Rapid City, SD. Building materials will generally match the existing facility. Scope below is derived from Geiger Architecture design request proposal dated 2-11-15 and the design team meeting held on 3-5-15. Building enclosure will be approximately 4,800 SF of existing and 2,400 SF of newly enclosed area.
- 3.2 The project also augments the existing NE corner (2 bays sized at approximately 20ftx60ft to allow for light maintenance work within those bays. A maintenance station for PC and phone will be added to the space. Services/maintenances within these bays are likely to include;
- 3.2.1 Oil and lube changes
 - 3.2.2 Tire repairs
 - 3.2.3 Brakes
 - 3.2.4 Mufflers
 - 3.2.5 Air Conditioning
 - 3.2.6 Lighting
 - 3.2.7 Wheelchair lifts work
 - 3.2.8 There will not be any restrooms added and there will not be welding or painting within the maintenance bays.
- 3.3 The project consists of enclosing the existing west canopy with a goal to add on to the south end. Two Overhead Doors will be added – One at the north and one at the south end serving as a

drive-thru similar to the existing facility. If possible, the trench drains will utilize the existing sand/oil separator.

- 3.4 Optional/Budgetary Items - The south end of the canopy will be extended as far as the budget will allow. Trench drains are desired if budget and elevations allow. The intent is to utilize and connect to the existing sand-oil separator located in the SE corner of the existing west bus bay.
- 3.5 The proposal assumes the electrical service may be maintained and the associated egress from the electrical room maintained as well.
- 3.6 Systems/equipment anticipated for re-use includes the sprinkler system, HVAC, and new lighting. HVAC will require size verification to support ventilation requirements, and the sprinkler system will be required to be separately zoned and may need heads to be re-spaced.
- 3.7 The proposal is based on gas fired radiant heat for the mechanical HVAC solution. Cooling will not be incorporated into the bus storage bay(s). anticipated gas fired make-up air unit and a wall mounted exhaust fan will be used for removal of CO/NOX. In addition, ventilation in response to the operations and applicable codes is anticipated. It is anticipated that a CO/NOX detection system with integration to a gas-fired makeup air unit will be utilized
- 3.8 This proposal includes design services for the following unique MEP systems:
 - 3.8.1 Extension of street - pressure water piping for bus wash down.
 - 3.8.2 Incorporate new trench drain into bay and connect to existing sand/oil interceptor.
 - 3.8.3 Exhaust system hose reels and upgrade to existing exhaust system. (maintenance bay only)
 - 3.8.4 Used oil collection and storage system.
 - 3.8.5 Design preparation for a future central lubrication system. It is anticipated the owner will utilize a lubrication cart until the system can be purchased.
- 3.9 This proposal excludes design services for the following:
 - 3.9.1 Water collection, reclaim and/or treatment.
 - 3.9.2 Extension or design of compressed air or piping.
 - 3.9.3 Program for areas functions other than bus storage.
 - 3.9.4 In floor heat.
 - 3.9.5 Design including a central lubrication system. It is anticipated the owner will utilize a lubrication cart.
 - 3.9.6 Design associated with fueling systems.
 - 3.9.7 Design associated with an in-floor service pit.
 - 3.9.8 New service entrances for gas, power, water, communications.
- 3.10 Overall construction cost is anticipated to be approximately \$750,000 supporting an MEP budget of approximately \$300,000.

3.11 Design work is anticipated to occur between April 1, 2015 and June 29, 2015.

ARTICLE 4 Project Basic Services (Description of understood services as inserted into AIA contract)

4.1 Skyline shall provide and prepare design development documents, construction documents including drawings and systems specifications for the Project. In particular, Skyline shall undertake the following services for the Project.

4.2 MECHANICAL BASIC SERVICES

4.2.1 Specifications

1. Derived CSI 2004 Divisions 21, 22, and 23 and/or on plans as most appropriate.

4.2.2 HVAC

1. Air conditioning and heating load calculations.
2. Basic analysis and recommendation for HVAC system selection.
3. Equipment schedules indicating physical characteristics, capacities, electrical capacities and manufacturer used as the basis for the design.
4. HVAC ductwork and piping distribution.
5. Major equipment manufacturer's data sheets and identification of locations and communication to the Structural Engineer.
6. Identification of mechanical openings and sleeves and communication to the Structural Engineer.
7. Specified sequences of operations for HVAC systems for standalone HVAC controls.
8. Locations of thermostats and room control devices.
9. Fire and smoke dampers in partitions and fire walls, based on the fire and smoke separations indicated on the architectural drawings.
10. Identification of ceiling HVAC elements such as grilles and diffusers for incorporation into the architectural ceiling plan layouts.
11. Identification of HVAC equipment space requirements and communication to the Architect.
12. Ventilation of enclosed parking garages.
13. Door grilles and louvers for air transfer.

4.2.3 Plumbing

1. Review of existing Water service and extension of water supply to the building addition.
2. Water distribution inside the building to all plumbing fixtures and equipment.
3. Domestic hot water distribution to plumbing fixtures.
4. Water heater selection, if applicable.
5. Plumbing fixtures selection.
6. Connections to the existing sanitary collection system within the building.
7. Connection to sanitary sewer, 5'-0" outside the building.
8. Connection to building rainwater collection system within the building.

4.2.4 Fire Protection

1. Fire sprinkler design criteria, including hazard classifications and zoning in the addition.

4.2.5 Special Systems

1. Natural gas distribution inside the building and isometric, if/as required to be extended to the addition.
2. Air Compressors selection and connections, distribution inside the building as required.

4.2.6 Design coordination Support

1. Preparation of one (1) opinion of probable cost for each of the design phases
2. Production and issue of one (1) set of mechanical drawings and specifications for each of design phases of the project consisting of Design Development, Owner Review, and Construction Documents.
3. Coordination meetings consisting of two (2) local meetings during the design phase of the project.

4.2.7 Construction Support

1. Review contractor's shop drawings-two reviews/submittal.
2. Provide construction observations consisting of 3 trips during the construction phase of the project.
3. Provide a final observation and punch list of the completed construction.

4.3 ELECTRICAL BASIC SERVICES

4.3.1 Specifications

1. Standard CSI 2004 Divisions 26, 27, and 28 and/or on plans as most appropriate.

4.3.2 Electrical Service Provisions

1. No new service.
2. Short circuit analysis based on standard coordination tables.

4.3.3 Electrical Distribution System

1. Electrical distribution system equipment selection.
2. Electrical distribution system riser diagram, panelboard schedules, and load analysis.
3. Receptacle layout.
4. Motor and other equipment connections.

4.3.4 Lighting System

1. Light fixtures selection and specification.
2. Interior lighting layout.
3. Parking area and exterior building lighting layout.
4. Egress and exit lighting based on egress routes defined by architect.
5. Site lighting – none anticipated beyond wall-mounted exterior fixtures.

4.3.5 Emergency Power

1. No emergency power system.
2. Specification of unitary battery emergency lighting units.

4.3.6 Special Systems

1. Fire Alarm System layout and specification extension to new addition.

2. Data / Tele Communications cabling and connectivity, if required.
3. Security system; facility-wide monitoring, access and control – extension of existing system. Secured motor-operated OH doors on west side of building.

4.3.7 Design Coordination Support

1. Preparation of one (1) opinion of probable cost for each of the design phases.
2. Production and issue of one (1) set of Electrical drawings and specifications for each of design phases of the project consisting of Design Development, Owner Review, and Construction Documents.
3. Coordination meetings consisting of two (2) local meetings during the design phase of the project.

4.3.8 Construction Support

1. Review contractor's shop drawings-two reviews/submittal.
2. Provide construction observations consisting of 3 trips during the construction phase of the project.
3. Provide a final observation and punch list of the completed construction.

4.3.9 Any work or services not identified in this Article 3, shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 4.

ARTICLE 5 Optional Additional Services (Services specifically not proposed and to be included and inserted in AIA contract)

5.1 Skyline shall only perform the items identified in Article 4 regarding Project Basic Services. The following constitutes Optional Additional Services which Skyline offers to Client:

1. Design of site utilities or site structures beyond 5'-0" from the building.
2. Preparation of detailed (quantities based) construction cost estimates.
3. Life cycle cost analysis of major equipment and systems.
4. Preparation of AutoCAD record drawings, based on contractor markups.
5. Commissioning building mechanical and electrical systems - startup and testing.
6. Design to include electrical power coordination studies.
7. Design to provide ARC flash exposure or define PPE requirements.
8. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
9. Design of Owner or Architect initiated changes to the project during construction, or significant changes to the project scope during the design phase.
10. Restart costs if project is delayed over 30 days.
11. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
12. Design services for or modifications to any existing buildings and/or systems.
13. Design for structural systems.
14. Design for groundwater drainage or tile system beyond pumping for water removal at rates defined by others.
15. Special lighting design including custom fixture design or low-voltage solutions.
16. Special distribution systems: Under-floor wiring, raised floors, or flexible wiring systems.
17. Design for sound or paging system.

18. Special lighting control systems.
19. Roadway Lighting.
20. Emergency power generator system.
21. Uninterruptible power systems.
22. Design for centralized vacuum system or extension of existing system.
23. Design for high-pressure water distribution piping and hose bibs around perimeter of bus storage area.
24. Design of telecommunications beyond provisions identified herein.
25. Design services to define ADA requirements.
26. Design services associated with LEED certification.
27. Design services or project delivery using Building Information Modeling (BIM).
28. Design services for value engineering, CMAR or otherwise.
29. Add/Deduct alternates not identified herein.
30. Services not listed as Basic Services.

ARTICLE 6 Hourly Rates for Additional Services (Rates to be included and inserted under AIA contract)

6.1 The following hourly rates, effective through December 31, 2015, shall be used as the basis for compensation for any Optional Additional Services, or any agreed upon hourly work performed by Skyline:

Principals	\$ 130
Project Managers	\$ 110
Engineer III	\$ 105
Engineer II	\$ 95
Engineer I	\$ 85
Designer III	\$ 95
Designer II	\$ 85
Designer I	\$ 75
CAD Technician II	\$ 65
CAD Technician I	\$ 55
Support Staff	\$ 55
Intern	\$ 45

6.2 In addition to the hourly rates outlined in Article 6, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 7.

ARTICLE 7 Compensation For Basic Services (Proposed compensation to be inserted in the AIA contract)

7.1 A lump sum of \$29,500, inclusive of Reimbursable Expenses.

7.2 In addition to the above, Client is responsible for all applicable taxes.

7.3 Reimbursable Expenses

As used in this Agreement, Reimbursable Expenses include the following:

7.3.1 All expenses for travel, meals, and lodging associated with the Project billed at cost, except Skyline and personal vehicle mileage, billed at IRS-approved reimbursement rate.

7.3.2 Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:

- Plotting on Bond _____ \$0.20/square foot
- Plotting on Vellum _____ \$0.30/square foot
- Plotting on Mylar _____ \$0.60/square foot
- Black and white Photocopies _____ \$0.15/sheet
- Color photocopies _____ \$0.30/sheet

7.3.3 Outside reproduction services, billed at cost.

7.3.4 Courier services and postage, billed at cost.

7.3.5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.

7.3.6 Any Sub-Consultant utilized by Skyline will be billed at cost.

7.3.7 All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 8 Payments to Skyline

8.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline’s statement of services. We will invoice you monthly for services performed during the previous month, with the maximum compensation not to exceed the following standard industry phase percentages at the completion of each phase of the project. No deductions shall be made from Skyline’s compensation on account of penalty, liquidated damages, or other sums withheld from payments to contactors, or on account of the cost of changes in the work other than those which Skyline has been adjudged to be liable.

8.2 Client shall disclose to Skyline, prior to execution of this proposal, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline’s compensation.

ARTICLE 9 ACCEPTANCE/EXECUTION

SKYLINE ENGINEERING, LLC

GEIGER ARCHITECTURE

By: _____

By: _____

Its: _____

Its: _____

DATE _____

DATE _____