PROFESSIONAL SERVICES AGREEMENT (PSA)

This **PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as "**Agreement**" or "**PSA**") sets forth the terms and conditions between:

CLIENT NAME **City of Columbus** (hereinafter referred to as "**CoC, Owner, Client**")
located at **105 North Dickason Blvd., Columbus, WI 53925**
and **Ruekert and Mielke** (hereinafter referred to as "**R/M or Engineer**")
located at **W233N2080 Ridgeview Pkwy, Waukesha, WI 53188**
the effective date of this agreement shall be **9.3.2025** (hereinafter referred to as "**effective date**.")

Engineer and Client may be referred to in this agreement individually as "**Party**" and collectively as "**Parties**."

WHEREAS, Engineer is a Wisconsin Company with its principal place of business as listed above and Client seeks to procure certain professional services from Engineer from time to time; and Engineer possesses the requisite skills and experience to provide such services, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Engineer and Client agree as follows:

1. DEFINITIONS AND RESPONSIBILITIES

1.1. **"Addenda"** written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Issued for Construction documents.

1.2. **"Agreement"** this written contract for professional services between Client and Engineer, including all exhibits and any duly executed amendments.

1.3. **"Application for Payment"** Engineer's standard invoicing form; otherwise a form acceptable to Engineer which is to be submitted to Client during the course of the Work in requesting progress or final payments.

1.4. **"As-Builts"** drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service (unless otherwise noted) and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

1.5. **"Authority Having Jurisdiction (AHJ)"** any party(s) having control over a project (or any portion of a project) being approved per their regulations. These include but are not limited to county, city, and municipal boards, councils, or other governing bodies. May also include private boards or stakeholder, franchise utilities, federal regulators or permitting bodies, or other involved parties.

1.6. **"Constructor"** any person or entity (not including Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Client's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

1.7. **"Consultants"** individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subconsultants; or vendors.

1.8. "**Documents**" means any and all data, reports, drawings, specifications, record drawings, building information models, civil integrated models, and any other deliverables, whether in printed or electronic or other format, provided or furnished by Engineer to Client pursuant to this Agreement.

1.9. **"Issued for Construction Documents (IFC)"** plans and specifications issued by Engineer after all reviews and approvals by the AHJ have been completed and after all bidding and addenda processes. These documents will be sealed by Engineer with signatures on all applicable title blocks and will be annotated as "Issued for Construction." This set should be the official set utilized by the Contractor in undertaking the Construction of the Project.

1.10. **"Professional Services Agreement Amendment (PSAA)"** a document provided as a revision to this Agreement, detailing additional services requested by Engineer and approved by Client. These documents will update and addend the overall scope and fee for all applicable services.

1.11. **"Reimbursable Expenses"** the expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project. These expenses generally include but are not limited to advertising/publishing costs, permitting fees, franchise utility fees, and other similar costs of executing the overall project on behalf of Client. R/M will do its best to identify these costs for Client during the course of design.

1.12. **"Shop Drawings"** all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

1.13. **"Site"** lands or areas to be indicated in the IFCs as being furnished by Client upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Client which are designated for the use of Contractor.

1.14. **"Specifications"** the part of the IFCs that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

1.15. **"Subconsultant"** an individual or entity having a direct contract with Engineer for the performance of a part of the Work.

1.16. **"Subcontractor"** an individual or entity having a direct contract with Client or Owner for the performance of a part of the work.

1.17. **"Supplier"** a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

2. SERVICES OF ENGINEER

2.1 **Scope.** Engineer shall provide, or cause to be provided, the services set forth herein and in *Exhibit A*.

2.2 **Guarantee of Approval.** Engineer does not imply, guarantee, or warrant approval of any stage of the project in regards to processes involving political or opinion-based AHJ procedures. Items involving, but not limited to: approvals by boards, councils, commissions, and other similar entities shall not be the responsibility of R/M or any of its Subcontractors.

2.3 **Guarantee of Financial Viability or Success.** Engineer does not imply, guarantee, or warrant the financial viability of a project by the Owner, or any of its Associates or Subcontractors, at any stage of the project, unless Exhibit A includes Scope which specifically defines designing to a set budgetary constraint. Budgetary and final pricing requirements of the Owner are the responsibility of the Owner, it's Contractor(s), and any of its Subcontractors. Additional contractual information on this item is included in paragraph 6.3

3. CLIENT'S RESPONSIBILITIES

3.1 **General.** Client shall have the following responsibilities at a minimum:

3.2.1. Client shall pay Engineer as set forth in Exhibit A and per the Terms of Section 5 below.

3.2.2. Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or

furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

3.2.3. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

3.2.3.1. Any development that affects the scope or time of performance of Engineer's services;

3.2.3.2. The presence at the Site of any Constituent of Concern; or

3.2.3.3. Any relevant, material defect, or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Client's performance of its responsibilities under this Agreement.

4. SCHEDULE FOR RENDERING SERVICES

4.1 **Timeframe.** Engineer shall complete its obligations within a reasonable time. When applicable and/or when known at the issuance of this Agreement, specific periods of time for rendering services, or specific dates by which services are to be completed, will be indicated in Exhibit A. These dates shall hereby be agreed upon as reasonable. If not defined at the time of execution of this contract, R/M and Client shall agree upon a reasonable schedule and put that schedule into writing.

4.2 **Materials Required.** If specific materials are required for the timely and scheduled execution of Engineer's services – these materials will be supplied by Client or Client's subconsultants. These materials may include but are not limited to: property information, legal information, geotechnical reports, pre-engineered building reaction information, CAD or BIM models, lighting design requirements, fixture selection, specialty equipment information and schedules, and other required items. Engineer will make every effort to notify Client of these delays and will continue to do so until these materials are received. Delay in the receipt of the required materials will be subject to the terms below.

4.3 **Changes in Timing.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be appropriately adjusted.

4.4 **Right to Additional Compensation.** If Client authorizes or requests changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.5 **Cause for Delay.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

5. INVOICING and PAYMENT

5.1 **Payment Terms.** Unless otherwise set forth in Exhibit A, Engineer will invoice Client on a monthly basis for services actually rendered. Engineer will make best effort to comply with all reasonable invoicing procedures requested by Client. All Engineer's invoices shall be paid by Client within thirty (30) days of the invoice date.

5.2 **Non-Payment.** In the event that Engineer is not paid within thirty (30) days of Client's receipt of an invoice, in addition to all legal and equitable remedies available, Engineer may charge interest on such unpaid amounts at a rate of one and one-half percent (1.5% per month), which is 18% per annum, or the maximum amount of interest then-allowed by Wisconsin law, whichever is larger, from the date such payment was due until the date paid; and/or suspend the performance of all services hereunder without liability or breach until all delinquent amounts have been paid in full.

5.3 **Disputed Invoices.** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and said disputed portion shall be resolved with R/M within thirty (30) days. If the invoicing dispute is not resolved within this timeframe then the invoice shall become due per the terms of this agreement.

5.4 **Taxes.** Engineer is solely responsible for payment of income, social security, and/or other employment taxes due and owing to proper taxing authorities, and Client agrees no deduction of any taxes will be taken from any payments made to Engineer.

5.5 **Retainage.** In no circumstance shall Engineer's invoicing be subject to retainage withholding of any sort unless agreed to in Exhibit A.

5.6 **Out of Scope.** Fees for services not within the scope of this Agreement shall be completed at Engineer's standard hourly rates.

5.7 **Withholding of Deliverables.** At any time during the project, with or without notice, the Engineer may withhold deliverables to Client that are detailed and contracted in Exhibit A if those deliverables were created via work that is subject to non-payment per paragraph 5.2 above. Client will be required to make payment, and Engineer receive payment, prior to the transfer of said deliverables.

6. OPINIONS OF COST

6.1 **Typical.** Unless otherwise stated in Exhibit A, the following terms shall apply to all construction costs related to the design scope of any Agreement.

6.2 **Opinions of Probable Cost.** Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. Because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, nor over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Opinions of probable cost are provided only as a courtesy and general guide to Client if requested. If a formal Opinion of Cost is needed, Client shall seek the services of an independent Cost Opinion Consultant.

6.3 **Designing to Construction Cost Limit.** If a Construction Cost limit is established between Client and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit A. Engineer does not design to cost limits unless expressly contracted to do so.

6.4 **Opinions of Total Project Costs.** The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting Client in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

7. GENERAL CONDITIONS

7.1 **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession(s) practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

7.2 **Technical Accuracy.** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished or Subcontractor-furnished information.

7.3 **Subconsultants.** Engineer may retain such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.

7.4 **Reliance on Others.** Engineer and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

7.5 **Compliance with Laws and Regulations.** Engineer shall comply with all applicable Laws and Regulations related to the Project. Engineer shall comply with any and all policies, procedures, and instructions of the

Owner that the Owner includes in Exhibit A of this Agreement and which are applicable to Engineer's performance of services. These will be subject to the Standard of Care listed in 7.1 of this Agreement, and followed to the extent that compliance is not inconsistent with professional practice requirements. The effective Laws and Regulations shall be those which are in place as of the effective date of the Agreement.

7.6 **Signing and Certifying.** Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

7.7 **Supervision of Constructor(s.)** Unless otherwise noted in Exhibit A, Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

7.8 **Guarantee of Constructor Performance.** Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

7.9 **Construction Contract.** Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

7.10 **Bonding.** Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

7.11 **Legal.** Engineer's services do not include providing legal advice or representation.

7.12 **Site Safety.** While at the Site, Engineer, its Subconsultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.

7.13 **Design Without Construction Phase Services.** Engineer shall be responsible only for those Construction Phase services expressly defined in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Client assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Client waives all claims against Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

8. USE AND OWNERSHIP OF DOCUMENTS

8.1 **Ownership and Property.** All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Engineer) whether or not the project is completed.

8.2 **Drawings and Specifications.** If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

8.3 **Limited License to Use Documents.** Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Client a limited license to use the Documents on the Project, extensions of the Project, and for related uses of Client, subject to

receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

8.3.1 Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaption by Engineer;

8.3.2 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaption by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its Officers, directors, members, partners, agents, employees and Consultants;

8.3.3 Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse or modification of the Documents without written verification, completion or adaption by Engineer; and

8.3.4 Such limited license to Client shall not create any rights in third parties.

8.3.5 If Engineer at Client's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

9. CONFIDENTIALITY

9.1 **Engineer Agreement.** Engineer agrees to keep confidential and not to disclose to third parties any information provided by Client, or learned by Engineer during the course of this agreement unless Engineer has received the prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:

9.1.1 Was in the possession of Engineer at the time of disclosure by Client, directly or indirectly.

9.1.2 Is or shall become, through no fault of Engineer, available to the general public.

9.1.3 Is independently developed and hereafter supplied to Engineer by a third party without restriction or disclosure.

9.1.4 This provision shall survive expiration and termination of this Agreement.

10. INSURANCE

10.1 **Engineer Insurance.** Engineer warrants that it carries the following types of insurance with the following minimum amounts of coverage:

10.1.1. General Liability - $5,000,000

10.1.2. Professional Liability - $2,000,000

10.1.3. Workers Compensation – per State of Wisconsin law

11. LIMITATION OF LIABILITY

11.1 **Limitation of Liability.** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or

implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

11.2 **Fee Shifting.** In the event Engineer is forced to engage legal counsel to enforce this Agreement or any provision thereof, Client shall reimburse and indemnify Engineer for the actual costs incurred by Engineer in said enforcement, including but not limited to, attorney's fees at the actual hourly rate customarily charged by Engineer's counsel for the time reasonably spent in enforcement activity. In addition, if Engineer institutes any proceeding to enforce this Agreement or any provision thereof, Engineer shall be entitled to recover all court costs, including but not limited to reasonable attorney's fees, regardless of whether such action is prosecuted to final judgment.

12. INDEMNIFICATION

12.1 **Indemnification by Both Parties.** Each party agrees to indemnify, and hold the other Party, its parent, affiliates, subsidiaries, assigns, and each of its and their directors, officers, partners, employees and agents (collectively the "indemnified parties") harmless from and against any and all suits, claims, proceedings, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees (collectively "losses"), which arise out of the performance or non-performance by the other Party, without limitation to Losses arising from and/or relating to (i) personal injury, or loss or damage to property resulting from an act, omission, or negligence of each Party; (ii) a breach by either Party of this Agreement; (iii) any claim, action or proceeding commenced against any of the indemnified parties alleging that personnel are employees of indemnified parties; (iv) each Party's conduct, actions, or inactions while on or in an indemnified parties' or a third party's premises and (v) taxes, penalties, interest and/or fines assessed by any governmental unit against any of the indemnified parties.

12.2 **Environmental Indemnification.** To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

12.3 **No Defense Obligation.** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

12.4 **Percentage Share of Negligence.** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

12.5 **Mutual Waiver.** To the fullest extent permitted by Laws and Regulations, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. CONCLUDING PROVISIONS

13.1 **Term and Termination.** This Agreement can be terminated at any time by either Party on fourteen (14) days advance written notice. In the event of non-payment by Client, Engineer may terminate the Agreement immediately per the terms of Article 5 of this Agreement.

13.2 **Notice.** All notices or other communications hereunder shall be required in writing and shall be given by personal delivery or by one-day overnight delivery UPS, FedEx, DHL addressed as set forth below:

13.2.1 R/M: W233N2080 Ridgeview Pkwy, Waukesha, WI 53188

13.3 **Return of Materials.** Upon expiration or cancellation of this Agreement by either Party for any reason, both Parties will relinquish to each other all software, programs, and files, documents, books, manuals, lists records, publications, or other writings or data that came into the possession of said Party in connection with this agreement.

13.4 **Non-Disparagement.** The Parties agree that each will refrain from disparaging or casting negative aspersion on the other, including its officers, directors, employees, agents or members.

13.5 **Dissolution.** In the event of dissolution of Client, Client shall still be liable to Engineer for, and shall pay Engineer, a lump sum payment prior to such dissolution, the full monetary amount or equivalent of all compensation that would be due to Engineer. In the event of any merger, consolidation, or reorganization involving either Party, this Agreement shall become an obligation of any legal successors or successor.

13.6 **Severability Clause.** If any provision of this Agreement is invalid, that provision shall be disregarded, and the remainder of this Agreement shall be construed as if the invalid provision had not been included.

13.7 **Entire Agreement.** The Agreement contains the entire Agreement between the Parties. It may not be changed orally but only in writing signed by both parties.

13.8 **No Assignment.** Each Party shall not subcontract, assign, or delegate any of its rights, responsibilities, or duties under this Agreement without the express prior written consent of the other party.

13.9 **No Waiver.** No waiver by either Party shall be held to be a waiver of any other or subsequent breach.

13.10 **Successors and Assigns.** All rights conferred by this Agreement, shall be binding upon, insure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of parties hereto.

13.11 **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Wisconsin and any dispute under this Agreement must be brought in Waukesha County, WI. The Parties hereby consent to personal jurisdiction in such courts, and irrevocably waive any right to challenge venue and/or jurisdiction therein, and further waive any argument arising from the doctrine of forum non conveniens.

13.12 **Alternative Dispute Resolution.** Any dispute, controversy or claim, arising out of or relating to this Agreement, or a breach thereof, shall be settled by single-arbitrator arbitration at the election of either party in accordance with the rules of the American Arbitration Association and judgment upon such award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Prior to invoking the arbitration provision hereof, the parties shall negotiate any such dispute, controversy or claim in good faith for a reasonable period of time, and shall, upon the request of either party, submit such dispute, controversy or claim to nonbinding mediation.

13.13 **Counterparts.** Facsimile copies or other electronically transmitted copies hereof shall be deemed to be originals and if any signature is delivered by facsimile transmission or in a ".pdf" format data file (or a similar electronic/digital format), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original.

In WITNESS WHEREOF, the parties hereto have executed this agreement, the effective date of which is indicated on Page 1.

CLIENT	**ENGINEER**
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Job Title: _____	Job Title: _____
Date: _____	Date: _____

EXHIBIT A

CITY OF COLUMBUS - PUBLIC SAFETY BUILDING DESIGN PACKAGE

DATE: *September 3rd, 2025*
LOCATION: City of Columbus, WI

OVERALL PROPOSED NARRATIVE

This proposal is laid out to provide a comprehensive design package to the City of Columbus for the design of its new public safety building as conceived in the attached concept (previously completed for the City.) The proposal is based on the parameters included below which provides the rough overall scope of the project to the best of our knowledge. The proposal includes all services including planning, design, and construction efforts and will ensure the successful execution of the overall project. This is a complete A/E (architecture and engineering) package as conceived. The proposal includes a potential fee reduction if the scope and scale of the project reduces as requested by the City. That information is included towards the end of the proposal. A general schedule is also included for reference by the City stakeholders. The schedule would be finalized and formalized at the end of the contracting process but should be able to generally follow the included timeframe all things being equal. The project is proposed as design-bid-build (public bidding process.)

PROJECT BASIS – ASSUMPTIONS

The following elements were utilized in the creation of this proposal and provisions are detailed for flexibility in the overall design fees as included later in the document:

- BUILDING SIZE: ~61,000 SF
- ESTIMATED COST PER SF: $450
- ESTIMATED SITE COSTS: $0.9M
- ESTIMATED BUILDING COST: $27.45M
- ESTIMATED OVERALL PROJECT COST: $28.45M
  **See exhibit b for more information.*

PART 1 – BASIC SERVICES

1. DUE DILIGENCE **TOTAL FEE: $43,400**

Engineer's due diligence services to be completed prior to the start of design or subsequent to the start of design include:

C. **PROJECT REQUIREMENTS.** Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

D. **TOPOGRAPHIC, UTILITY, DRONE, BOUNDARY SURVEY.** Complete one-call utility locate to determine and mark out location of all public and franchise utilities on the site. Perform complete topographic survey of the site including surface, infrastructure, and utility elements including some areas outside of the overall site for tie-in of appropriate elements (generally 25-50' outside of the site.) Right-of-way easement research and determination. Utility investigation on site – condition, material, and cursory exploratory work. Property corner determination as well as set-backs and property lines. Establishment of benchmarks for current and future use. Does not include an ALTA survey – a fee for this can be provided if required/requested. Includes drone imagery and lidar information.

E. **GEOTECHNICAL INVESTIGATION.** Create geotechnical layout (based on proposed building footprints) and surveying of points for boring crew. Site borings to determine subsurface conditions. Groundwater presence and elevation measurements. Engineering properties of soils - Bearing capacity, Organic content, Plasticity index, Shear strength, Hydrocarbon presence. Evaluation of overall site conditions related to structural design for - Differential settlement predictions, Fill material vs native bearing strata, Backfill materials, Structural floor design considerations, Dewatering requirements. Geotechnical report summarizing all of the above. Follow up amendments (if necessary) finalizing the report to the as-designed conditions. Geotechnical information to be utilized for structural design, pavement design, retaining wall design (if required), and considerations and distribution to the eventual earthwork contractor.

F. **ENVIRONMENTAL ANALYSIS and PERMITTING.** Once a conceptual design has been developed, a site visit will occur. Using the field information and the conceptual design, the permit matrix will be updated to reflect specific conditions that may affect regulatory requirements. The conceptual design will be used to assess impacts and disturbance. These calculations will be used to draft permit applications as necessary. Preapplication meetings will be held to shore up the permit matrix requirements. Once design progresses, impact and disturbance calculations will be updated and permit applications will be finalized and submitted.

G. **AHJ CONSULTING and RESEARCH.** Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer including permitting requirements. Verify zoning, design requirements, and stipulations for the site. Consult with the AHJ to ensure that the plan is coordinated with them and communicate to the owner what the constraints and considerations will be. As Columbus IS the primary AHJ in this case, this portion is expected to be minimal.

H. **SCHEDULE DEVELOPMENT.** Finalize the design and construction schedule to lay out a trackable path of success for the owner. Develop target dates for permitting, review periods, construction start, completion dates, owner departmental integrations, ribbon-cutting targets, and 11-month walkthrough dates. Review schedule with owner and establish formal schedule with AHJ, design, and construction teams as appropriate.

I. **REZONING PROCESS.** The site does need to be rezoned and this process should be begun in this phase and completed within the phase or shortly thereafter. Process is expected to fairly easy and straight forward as our team serves as the City Engineer and can facilitate the process very quickly.

J. **MEETING ASSUMPTIONS.** During the due diligence phase the meetings are expected to be a mix of in-person and Teams calls as works when coordinating with the overall Stakeholder group.

K. Engineer's services under the Due Diligence Phase will be considered complete on the date when Engineer has delivered to Owner the findings of the investigatory elements and moved into the creation of plans and specifications.

2. SCHEMATIC DESIGN **TOTAL FEE: $229,885**

Initial design work to program the building, develop floorplans, and basic layouts and systems. Includes demolition elements for existing site and infrastructure.

A. **DEMOLITION SCOPE.**
1. Development of demolition plans for the existing site.
2. Coordinate removals of private and public utilities.
3. Includes permitting and environmental requirements related to demolition.
4. Development of quantities for removal of public horizontal and vertical infrastructure – pavement, utility structures, buildings, etc…
5. Demolition plan to be included in the overall final construction set of documents.

B. **CIVIL and LANDSCAPE SCOPE.**
1. Existing conditions and demolition.
2. Building outline(s) placed on site.
3. Future expansion indications (if applicable.)
4. Site entry points defined showing proposed entry reconfigurations.
5. Loading dock areas indicated and conceptualized.
6. ADA analysis.
7. Driveway basic layouts.
8. Parking locations and dimensions.
9. Public transit considerations (if applicable.)
10. Waste/recycling locations developed.
11. Walkway and trail connection schematic layouts created.
12. Stairway locations indicated with general geometric layout.
13. Utility requirements developed – both public and private.
14. Schematic layouts of site utilities.
15. Preliminary grading plan.
16. Preliminary site lighting plan (corroborated with Electrical.)
17. Storm water pre and post construction calculations for AHJ submittal.

18. Evaluate existing conditions (soils, flow paths, pre-development flow rates.)
19. Layout site, protecting sensitive areas, and accounting for post construction BMPs.
20. Determination of Owner planting and decorative site elements requirements.
21. Determination of AHJ requirements for plantings and other landscape site elements.
22. Concept plan for planting and landscape design.
23. Hand-drawn (look) color concept of the site available upon request.
24. Determination of protected elements.

C. **STRUCTURAL SCOPE.**
1. Building code review.
2. Verify loading design parameters.
3. Determine materials of use.
4. Layout bay sizing, basic geometry, and high-stress elements.
5. Determine load paths and begin to develop lateral system.
6. Basic framing plan layout.
7. Tentative column, beam, and slab sizes.

D. **MECHANICAL/PLUMBING SCOPE.**
1. Review owner and architect data to verify building design program, budget, code, and owner requirements.
2. Review of existing systems and creation of comprehensive demolition plans.
3. Develop design criteria including indoor and outdoor conditions, ventilation, air circulation, minimum exhaust, sound levels, system diversities, and building envelope thermal characteristics.
4. Begin research on materials, equipment, fixtures, and building systems.
5. Major HVAC equipment locations.
6. Air intake and discharge locations.
7. HVAC zoning development.
8. Mechanical legend creation.
9. Determination of special occupancy zones.
10. Determination of main water, storm, and sanitary revisions required.
11. Major plumbing equipment locations.
12. Connection to utility determination.
13. Fire service entry location evaluation and reconfiguration (if necessary.)
14. Location of fire pump and controller, jockey pump, and sprinkler valves.
15. Engagement with utility provider(s.)

E. **ELECTRICAL/TECH SCOPE**
1. General photometric level requirements.
2. General controls considerations.
3. Preliminary indoor and outdoor lighting plans.
4. Electrical demolition determinations
5. Manhole, duct bank, and building entry locations.
6. Exterior equipment location determination – transformer and metering evaluation and redesign if necessary.
7. Generator and ATS descriptions and locations (when applicable.)
8. Preliminary service size revisions/improvements.
9. Electric room location/size.
10. Panel numbering scheme.
11. Electrical distribution and branch panelboard layout.
12. One-line diagram for fire protection system(s) to describe the fundamental design concept.
13. Fire alarm system description and tentative panel locations.
14. Telecom building entrance and telecom room locations.
15. Telecom riser diagram.
16. Preliminary cable tray plans.
17. Access, security, AV, and other specialty system description and panel locations.
18. Engagement with utility provider(s.)

F. **ARCHITECTURAL SCOPE.**
1. Program development for the building generally established.
2. Determination of specialty building equipment and fixtures distributed.
3. Applicable zoning and life safety codes established.

4. Determination of building envelope performance criteria.
5. Determination of acoustical performance criteria.
6. Definition of building system durability and maintenance criteria.
7. Discussion with owner of alternative approaches to design and construction has been completed.
8. All major plan elements for the building floors, with approximate accommodations for structure and MEPT provided.
9. Develop Typical project functional components.. Components should be graphically correct and coordinated with structural and MEPT. Representative dimensions shown and representative partitions tagged. Show schematic furniture layouts to confirm spatial and program requirements of unit types.
10. Develop typical project components and core elements including stairs and MEPT risers and toilet rooms. Components should be graphically correct and dimensioned. Minor or atypical elements should be reflected in the plans and building sections. Confirm that all circulation elements conform with building and accessibility codes as well as with market requirements.
11. Verify that all program requirements are incorporated in the plans including support areas such as staff break rooms/toilets, building storage areas, janitor closets, and trash rooms and recycling.
12. Develop Building elevations and note exterior materials. Indicate the extent of their use. Confirm alternatives with the Owner.
13. Develop Building sections including typical foundation details. Indicate floor to floor dimensions, ceiling heights, major structural elements and major MEPT transfer or horizontal distribution zones.
14. Develop preliminary selections of major building systems with construction materials noted on the drawings or described in writing.
15. Consider Environmentally responsible design alternatives.
16. Consider the value of alternative materials, building systems and equipment.
17. Develop typical exterior wall sections, typical exterior details and typical exterior wall types with sufficient detail delineated in the drawings and adequately described in the Basis of Design Project Manual so that initial system pricing can be obtained.
18. Prepare general description of atypical and high finish spaces such as lobbies, public corridors and amenities. Describe in the form of narratives and/or freehand sketches.
19. Prepare general describe typical toilet room and kitchen in plan and interior room elevations.
20. Establish ceiling heights on a preliminary typical or representative reflected ceiling plan(s) as the basis to initiate project coordination. If possible layout a small representative portion to establish design intent.
21. Establish preliminary ceiling heights for all typical and principal spaces; indicate on the floor plans and building sections.
22. Prepare partition type sheet for typical floor only. All types of partitions should be accurately shown, noted, and dimensioned.
23. Prepare an Outline Specification with Project Description, general and regulatory requirements, preliminary building code, preliminary accessibility analysis, structural requirements, acoustical requirements, outline basic interior and exterior construction and materials.
24. BIM model provided to the design team with the above-included elements in timely and regularly-updated fashion.
25. Start initial coordination with Owner-preferred vendors including furniture, specialty equipment, and A/V specialists.

3. DESIGN DEVELOPMENT **TOTAL FEE: $631,643**

Primary design phase where all of the systems and elements for the building and site are decided and heavily designed.

A. **CIVIL and LANDSCAPE SCOPE.**

1. General dimensions and elevations.
2. Permanent exterior signage developed.
3. Parking and roadway plans and elevations.
4. Pedestrian pathway plans (sidewalks and trails.)
5. Vehicle and pedestrian traffic controls.
6. Grading plan.
7. Site lighting plan coordination (with Electrical.)
8. Concept details of site fixtures and equipment.
9. Utility plans, elevations, and details.
10. Modeling and calculation for final stormwater design – quality and quantity (as applicable.)
11. Initial utility coordination with AHJ.
12. Utility calculations as required.
13. Soil erosion and sedimentation control plan (for construction and post-construction.)

14. Initial planting plans and schedules for landscape elements.
15. Integration of all owner and AHJ requirements to the site.
16. Site furnishing determinations and placement on site – bike racks, benches, hardscapes, trash receptacles, etc

B. **STRUCTURAL SCOPE.**

1. Design of foundation, flooring, stoops, and other related items.
2. Design of lateral system and associated elements.
3. Design of framing plan for floors and roof.
4. Final sizing of columns, beams, and slabs.
5. Create typical sections and cuts.
6. Indicate bedrock elevation (if applicable) and make accommodations.
7. Development of new second floor structural and all associated elements. Will utilize existing framework as much as possible with information available.
8. Initial exterior wall sections.
9. Verify sleeve locations and requirements.
10. Creation of final structural calculations.

C. **MECHANICAL/PLUMBING SCOPE.**

1. Design criteria including indoor and outdoor conditions, ventilation, air circulation, minimum exhaust, sound levels, system diversities, and building envelope thermal characteristics reaffirmed and verified in the documents.
2. Initiate approval process with appropriate utilities.
3. All riser diagrams completed.
4. Typical floor coordination is complete with all risers, chases, and interstitial ceiling areas coordinated.
5. Overall building air flow diagram – air handlers, exhaust, duct risers and mains.
6. Determination of any room pressurization and/or airflow relationships.
7. Plans for shaft, chase, and recess requirements.
8. Duct layout for typical spaces.
9. Equipment schedules for major equipment.
10. Equipment locations with enlarged mechanical plans.
11. Indications of typical locations of fire dampers, smoke dampers, and combination dampers.
12. Outline of major control sequences of operation.
13. Smoke control scheme determination.
14. Preliminary floor plans of mechanical rooms with all components and required service access areas.
15. Utility meter locations and design flow rates.
16. Piping schematic or riser diagrams for every plumbing system.
17. Preliminary piping plans (domestic and process) with indication of required service areas.
18. Water meter locations.
19. Back flow prevention locations.
20. Plumbing fixture schedules (selected by architect and owner.)
21. Equipment schedules for major plumbing equipment.
22. Fire protection zoning extents.
23. Location of main headers and risers on fire protection system.
24. Location of test headers and FDC for fire protection system.
25. Fire pump sizing calculations.

D. **ELECTRICAL/TECH SCOPE.**

1. Initiate approval process with appropriate utilities.
2. All riser diagrams completed.
3. Typical floor coordination is complete with all risers, chases, and interstitial ceiling areas coordinated.
4. Typical interior lighting and control plans.
5. Outdoor lighting and control plans.
6. Electrical fixture types and schedules.
7. Lighting control system and control device descriptions.
8. Typical photometric calculations and layout.
9. Dimming, daylighting, and low voltage control zones.
10. Electrical manhole, duct bank, and building entry plans and details

11. Normal power riser diagram with breaker, fuse, conduit, and conductor sizes.
12. Emergency power riser diagram with breaker, fuse, conduit, and conductor sizes.
13. Grounding riser diagram.
14. List of equipment on emergency power (simple schedule.)
15. Panel schedules.
16. Electrical equipment location plans.
17. Typical electrical outlet location plans.
18. Temporary power plan for construction coordination (with contractors.)
19. Electric meter location with design amps and voltage.
20. Fire protection zoning extents.
21. Location of main headers and risers on fire protection system.
22. Location of test headers and FDC for fire protection system.
23. Fire pump sizing calculations.
24. Fire alarm riser diagram.
25. Fire alarm panel, device, and appliance location plans.
26. Telecom backboard locations.
27. Telecom raceway and grounding riser diagrams.
28. Conduit and cable tray plans with sizes.
29. Material cut sheets.
30. List of equipment to share telecom rooms.
31. Typical telecom outlet location plans.
32. Intercom locations (if applicable.)
33. Access, security, AV, and other specialty riser diagrams and equipment location plans.

E. **ARCHITECTURAL SCOPE.**

1. Exterior envelope modules and primary exterior dimension strings are complete.
2. Representative area interior dimensioning.
3. Rooms labeled and numbered.
4. Partition types tagging generally represented.
5. Doors tagged.
6. Reflected ceiling plans for all typical and major areas of the project drawn with light fixtures and diffusers indicated.
7. Representative ceiling details drawn, focus on covering scope.
8. Structure and MEPT/FP coordination well underway.
9. Exterior elevations are graphically complete.
10. Most building sections are cut and structure is coordinated with the current structural drawings.
11. MEPT/FP horizontal collection and distribution zones addressed in building sections where applicable.
12. Complete typical wall sections at 1/2" or 3/4" scale with notes and dimensions.
13. Representative larger scale partial details at 1 1/2" or 3" scale.
14. Foundation sections complete.
15. Draft of specification sections pertaining to exterior envelope including roofing, waterproofing, aluminum & glass systems and opaque wall systems.
16. Block out spaces with casework and built-in fixtures, equipment and appliances.
17. Interior material selections are scheduled and/or specified.
18. Finish design of lobbies, amenities and other finish spaces is initiated.
19. Draft of specifications for finish sections.
20. The majority of partition types are detailed (those in high finish areas may not be detailed.)
21. Representative typical interior details drawn.
22. Door schedules for typical areas complete with draft of specifications for doors, frames and hardware.
23. Typical door details are drawn.
24. Typical area room finish scheduled is complete.
25. Interior finishes are tabulated or specified citing as much specific manufacturer, model, type, color information as possible.
26. Updated outline specification or prepare draft specification for finishes and doors (if preparing draft specifications must include as much project specific information as possible.)
27. BIM model provided to the design team with the above-included elements in timely and regularly-updated fashion.
28. In depth communication with owner's specialty consultants.

F. **OPINION OF COST.** Order of magnitude cost opinion will be provided by the team for review by the owner to track the potential cost of the project at this stage.

4. PERMIT DOCUMENTS **TOTAL FEE: $461,593**

Final phase of design where all of the design elements are cleaned up and detailed into all of the assembled pages for submittal to the AHJ and utilized for contractor bidding.

A. **CIVIL and LANDSCAPE SCOPE.**
1. Extent of construction area delineated and indicated.
2. Final traffic control plan.
3. Construction site access and staging area determination.
4. Underground utility profiles.
5. Final verification of pipe sizing.
6. Finalization of jointing locations and types.
7. Indication of stoops (coordinated with Structural.)
8. Pavement markings and wayfinding.
9. Final SWPPP.
10. All applicable details and notes finalized.
11. Final planting plans and schedules for landscape elements.
12. Finalization and verification of all owner and AHJ requirements to the site.
13. Site furnishing finalization – placements, brands, materials, configurations.

B. **STRUCTURAL SCOPE.**
1. Fully correlate plans with architectural and mechanical models.
2. Review utility interference with finalized structural elements.
3. Corroborate with architectural team and identify architectural/structural conflicts.
4. Finalize exterior wall assembly details.
5. Masonry Walls, Anchorage, and Reinforcing
6. Verify Thermal Break Requirements
7. Verify Brick Ledges and Masonry Integration
8. Masonry rehabilitation and repair detailing – corroborated with architect.
9. Develop all connection details.
10. Finalize all calculations.
11. Finalize dimensions.
12. Final design of beams, columns, decking, floor.
13. Verify any floor and roof openings
14. Finalize top of beam elevations
15. Expansion Joint Detailing
16. Water proofing details coordinated with architect.
17. Finalize steel grades, concrete types, and other applicable material data.
18. Finalize schedules.
19. Fireproofing Integration (from Architect)
20. Structural Notes
21. Special Inspection Logs
22. 3-part specifications for all included elements.

C. **MECHANICAL/PLUMBING SCOPE.**
1. Verify room numbers and architectural backgrounds are lightly shown under floorplans.
2. Number all duct mounted smoke and combination fire/smoke dampers on HVAC floor plans and create corresponding schedule.
3. Detailed piping and duct design with all sizes indicated.
4. Schematic one-line diagrams for all steam/hydronic systems including pipe specialties, instrumentation and valving requirements.
5. Detailed floor plans of mechanical rooms with all components required and service areas.
6. Cross sections through mechanical rooms and areas where there are installation and coordination issues (tight spaces.)
7. Equipment details including structural support requirements.
8. Penetration and sleeve details.

9. Installation details.
10. Duct construction schedules indicating material and pressure class.
11. Detailed HVAC sequence of operation.
12. Utility meter details.
13. Water riser diagram.
14. Waste and vent riser diagrams.
15. Foundation drains.
16. Detailed piping design with all pipe sizes indicated.
17. Typical plumbing details, including structural support requirements.
18. Piping details.
19. Plumbing penetration and sleeve details.
20. Fire protection service entrance details.
21. Location of all sprinkler zone valves, drains, and fire hose connections.
22. Typical sprinkler installation details.
23. Sprinkler penetration and sleeve details.

D. **ELECTRICAL/TECH SCOPE.**

1. Verify room numbers and architectural backgrounds are lightly shown under floorplans.
2. Interior and exterior lighting plans including control systems and devices, lighting panels, switching and circuiting.
3. Lighting control system schematics and wiring diagrams.
4. Lighting control system detailed sequences of operation.
5. Details of power service to building.
6. Power plans including primary raceways, feeder conduits, electrical loads, duplex and special receptacles, and circuiting.
7. Emergency power system plans, controls, and details.
8. Connections to other building systems including fire alarm and HVAC controls.
9. Details of non-standard electrical installations.
10. Conduit and wire sizes for services, feeders, and special branch circuits.
11. MCC elevations.
12. Grounding details.
13. Roof and floor penetration details.
14. Fire alarm detailed panel, device, and appliance location plans including duct detectors, fire/smoke dampers, sprinkler flow and tamper switches.
15. Fire alarm monitor and control modules, door hold-opens, and door lock releases.
16. Fire alarm general notes on wire and conduit sizes.
17. Fire alarm details of connections to HVAC, fire pump, fire suppression, door hold-open, and door locks.
18. Suggested detailed operation sequence.
19. Telecom outlet locations.
20. Details of telecom service to the building.
21. Floor box schedule.
22. Telecom floor box, outlet box, and conduit installation details.
23. Telecom power outlet locations.
24. Card access, security, AV and other specialty detailed equipment location plans, equipment schedules, wiring diagrams, installation details, and suggested sequence of operations.

E. **ARCHITECTURAL SCOPE.**

1. Verification of owner-provided items and finalization with owner's specialty consultants.
2. Determination of all allowances and bid alternates.
3. All final door, window, and finish schedules provided.
4. Title block completed and all requirements established.
5. All finalized floorplans completed and provided to design team for use. Adequate time provided for integration of final floorplan(s) into final overall design.
6. Site plan integration is fully completed for all engineering discipline coordination.
7. Floor to floor heights are all established and provided.
8. Expansion joint requirements are developed and conveyed.
9. Wall sections are all created and determined for all conditions.
10. Edge of slab locations are determined.
11. Parapet heights are established.
12. Roof screening wall requirements and locations and provided.
13. Type and weight of the roofing system is determined.

14. Location and depth for all floor recesses is conveyed.
15. Any panelized architectural wall systems are determined.
16. Stair and elevator smoke hatch locations established.
17. Skylight rough ins and sizes are provided.
18. Areas on suspended levels requiring heavier design loading criteria are conveyed.
19. Roof drainage plan is created.
20. BIM model provided to the design team with the above-included elements in timely and regularly-updated fashion.
21. Specifications finalized.

F. **OPINION OF COST.** Complete Master-Format divisional-based cost opinion will be provided at this stage for Client support of the project. This opinion will allow the client to evaluate progress and the scope/scale of the project as it is intended and allow for adjustments or changes to the design to accommodate the effort and eliminate the need for value engineering the project late in the overall effort. This will also be used for the bidding RFP.

5. BIDDING, PERMITTING AND CONTRACT PHASE **TOTAL FEE: $34,500**

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and upon written authorization by Owner to proceed, Engineer shall:
   1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
   2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
   3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
   4. Consult with Owner as to the qualifications of prospective contractors.
   5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
   6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
   7. Perform bid opening for Owner, prepare summary, and discuss results/evaluation of bid with owner.
   8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
   9. Assist owner with review and execution of the construction contract with the selected General Contractor.
   10. On-boarding of the selected General Contractor. Introductions to team, set up of construction management software/system, development of schedule outlay and milestones, scheduling of bi-weekly OAEC meetings, and other required elements for getting underway with construction.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

6. CONSTRUCTION PHASE **TOTAL FEE: $359,888**

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
   1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract.
   2. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory insofar as this is required by the AHJ.
   3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Sites.
   4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
   b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
   c. Site visits include photography and drone imagery
6. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents potentially with deductive considerations.
7. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
8. *Construction Staking:* Work with the owner to complete construction staking. R/M will work with the construction staking staff to develop point files and appropriate data to lay out as the General Contractor requires. ***This item will be hourly as required.***
9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
10. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

11. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
12. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
13. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
14. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the

completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

15. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
16. *Inspections and Tests:*
    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
17. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

20. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
21. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
22. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
23. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

7. POST CONSTRUCTION PHASE

TOTAL FEE: $3,980*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
   1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
   2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor. "11-month walk."

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

8. *ASSUMPTIONS AND NOTES*

A. **CIVIL and LANDSCAPE NOTES.**
   1. Design will follow applicable State and Local standard requirements.
   2. Does not include redesign of any city infrastructure – adjacent streets, utilities, traffic signal, etc…
   3. 3-Part MasterFormat Specifications for inclusion into final specification manual.
   4. Does not include any new land division work (CSM.)
   5. Assumes the Ridgeline extension/roadway under the current platted configuration will be used for the final design.
   6. Excludes the cost of design and construction inspection for the North roadway portions (see dashed/shaded area on the included concept exhibit.)
   7. Site is assumed to be properly serviced by public and franchise utilities such that only typical service line design will be required. Design of public utility improvements required to service the site may result in additional hourly charges.
   8. Any earthwork quantities are provided as referential in nature. Earthwork contractors should do their own takeoffs for bidding purposes.
   9. Any paving connections to the street are assumed to require only curb and gutter section cuts to be integrated into the roadway.
   10. Does not assume retaining wall design. Any retaining walls that are needed/included on the plans will be schematically designed with plan/profile/grade developed. Materials for the wall will be specified and included

specifications for the wall installer will be included. This will be a design-build item where the wall installer will be required to provide a stamped design drawing along with their installation.

11. Does not include a traffic study. One is not anticipated to be required.
12. Landscape elements and design based on heavy input from Owner to communicate desires and requests.
13. Full irrigation design is not included. Irrigation (if present) will be design-build by the irrigation contractor. R/M will complete and performance specification for the system based on owner input. R/M may include a general sleeving layout for proposed irrigation crossings and pathways under site elements (paving.) This will require input and direction from the owner.
14. A snow-removal plan and layout may be included on the plan set if requested by the owner.
15. In-depth DD and CD level document reviews with the owner are expected. Significant redesigns required after owner sign-off at these stages may result in additional hourly charges to redesign any requested elements.
16. Landscaping design will be included in the project as the AHJ requires. R/M will work to maintain as many of the owner standards as possible but some revisions/changes may be required due to AHJ constraints.

B. **STRUCTURAL NOTES.**

1. Building composition expectation is mainly steel and concrete with wood and masonry elements. Interior demised areas expected to be primarily light gauge steel or wood.
2. Specialty foundation design elements may require additional design fee depending on the area eventually selected for the site. These include but are not limited to Rammed Aggregate Piers, Piling, Helical Piers, Auger Cast Piles or other similar deeper foundation elements. Earth retention design is also not included.
3. Coordination with elevator supplier IS included but the structural team only designs the elevator shaft itself. The . Coordination of any embeds, top beam, sump pit, and drainage will be completed.
4. Open-web truss, steel joist, and steel stud design assumed to be performance based delegated design. R/M will work with known suppliers to provide design basis, general dimensioning/layout, and loading, but final design specifics, dimensioning, and layout will be provided by eventual supplier. R/M will review and verify final product meets design requirements and code factors.
5. Specialty/decorative elements will be designed by the architect and verified by R/M for structural requirements where applicable (and shown on structural pages for coordination) on elements such as handrail, steel stairs, specialty brackets and stanchions, etc.
6. Design will use applicable design standards for safety factor, deflection, settlement, drift, occupancy comfort and expansion/contraction.
7. In-depth DD and CD level document reviews with the owner are expected. Significant redesigns required after owner sign-off at these stages may result in additional hourly charges to redesign any requested elements.
8. Design will follow current IBC and AISC requirements as applicable.

C. **MEPT NOTES.**

1. Does not include evaluation of different HVAC, plumbing, and electrical systems required by the State, City or utility company; energy rebate programs.
2. Sprinkler design will be completed at a schematic level only. Final sprinkler design will be by eventual GC sprinkler subcontractor – level III NICET. R/M will coordinate testing for available City water and provide design specification. Layout of expected system(s) will be provided by R/M but eventual layout will be completed/confirmed by sprinkler subcontractor. R/M will adjust plans for final as-builts based on completed system. Entry point plumbing for the system will be included in R/M design.
3. Does not include fault current and coordination studies used to specify equipment ratings (can be provided for extra fee if required.)
4. Technology elements (fire protection, alarm, IT) are assumed to be partially delegated design by bidders. These items will be schematically designed, then reviewed and integrated into the building design by R/M but final layout and design will be by supplier. R/M will design the backbone with the owner-provided information.
5. Owner will provide security markup to R/M at the DD stage via markups made on a provided floorplan layout by R/M.
6. Lighting fixture selection by architect and owner. R/M will verify lighting levels and design lighting layout and power distribution. Architect will be expected to complete lighting design and provide reflected ceiling plans to R/M.
7. Generator and transfer switch design not assumed. Additional costs for design of this can be provided at request.
8. Design will follow current IBC, IMC, UPC, IECC, NFPA, ASHRAE, and NEC standards.

D. **GENERAL NOTES.**

1. R/M engineering documents will generally be on a delay from our architectural documents. This is due to reaction time and coordination to incorporate all final architectural changes. Generally – a period of 2 weeks

(minimum) is needed from final architectural drawings to final engineering drawings (and the completed plan set as a whole.) R/M will work to build this into the overall schedule.

2. Additional services that are mentioned in this proposal will be provided upon the request of the Owner/Client and will be billed for at the included hourly rates unless otherwise noted. R/M will attempt to notify the Owner/Client to the best of our ability when entering into the additional work, but in many cases the pace/demands of the job will simply flow quickly into said work. R/M will indicate the work as hourly/extra on our invoicing and it is the responsibility of the Owner/Client in signing this contract to understand which services require an additional fee.
3. ComCheck is assumed to be needed for submittal to the AHJ and will be included and completed with the architect. If an additional, more in-depth energy analysis is required additional fees may be required.
4. R/M specifications are written by an in-house CSI-certified spec writer.
5. To prevent scope creep and provide good stewardship to the Client/Owner, R/M will request a DD and CD level sign off of the provided documents prior to moving into the next phase of deliverable. Sign-off may be in the form of a checklist on some projects and/or may be in the form of a provided time period for owner-review.
6. A value engineering process for this project is assumed as follows. R/M will provide a pricing exercise after the design documents for the Ownership team to evaluate and determine overall progress. Another full scale cost opinion will be provided at the end of design as well. Changes to the design can happen between DD and CD without too much effect to the project and budget. If wholesale design changes are required, additional fees may be required but that is not anticipated based on this tiered approach. Wholesale design changes would be in the form of wholistic changes to the overall size, scale, and approved SD program.
7. Does not include any specialty studies or investigations.
8. Does not include any review of remediation or hazardous materials investigation.
9. No signage design is included but can be coordinated upon request.
10. In-depth DD and CD level document reviews with the owner are expected. Significant redesigns required after owner sign-off at these stages may result in additional hourly charges to redesign any requested elements.

PART 2 – ADDITIONAL SERVICES

1. REQUIRING CLIENT APPROVAL **TOTAL FEE: hourly**

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
11. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
12. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
13. Preparation of operation, maintenance, and staffing manuals.
14. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
15. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
16. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

PART 3 – PAYMENT and TOTALS

1.	**DUE DILIGENCE TOTAL**		**$43,400**
	Topographic and Utility Survey, Site Evaluation, Walkdown		$15,800
	Geotech Investigation/Report, Layout and Coordination		$20,100
	Environmental Investigation/Report/Permitting Asst		$5,000
	Rezoning		$2,500
2.	**SCHEMATIC DESIGN TOTAL**		**$229,885**
	Engineering and Architectural Design		$229,885
3.	**DESIGN DEVELOPMENT TOTAL**		**$631,643**
	Engineering and Architectural Design		$625,643
	Cost Opinion		$6,000
4.	**PERMIT AND CONSTRUCTION DOCUMENTS TOTAL**		**$461,593**
	Engineering and Architectural Design		$452,593
	Cost Opinion		$9,000
5.	**BIDDING AND CONTRACT TOTAL**		**$34,500**
	Permitting Submittal and Coordination		$19,000
	Public Bidding Process		$15,500
6.	**CONSTRUCTION PHASE TOTAL**		**$359,888***
	Construction Administration		$331,088
	Construction Meetings and Site Visits		$28,800
	Construction Staking and Layout	**ALLOWANCE**	$30,000*
	Permitting Fees (pass-through billing)		As Required*
7.	**POST-CONSTRUCTION PHASE TOTAL**		**$3,980**
	11 month warranty walk and follow-up		$3,980
8.	**PROJECT MANAGEMENT/OWNERS REP**		**$164,700**
	Project Management and Coordination		$164,700
SERVICES TOTAL			**$1,959,589***

**Hourly/allowance and permit fee items will be completed as necessary/required/requested.*

ADDITIONAL SERVICES BREAKDOWN		
1.	REQUIRING OWNER APPROVAL	Hourly

PART 4 – FEE ADJUSTMENTS

R/M does not operate with sliding scale fees. In an effort to provide good service, we WILL agree to reduce our fees under the following terms:

- *A basis of cost of $28.35M will be used (expected cost of building and site construction.)*
- *R/M will reduce the overall contract price by 1% for every 2% below the cost basis of the final project (up to -10% reduction… i.e. if the cost of the project is reduced by 10%, the overall fee will be decreased by 5%.)*
- *R/M will reduce the overall contract price by 0.5% for every 2% below the cost basis of the final project cost for the next 10% (up to -20% reduction… i.e. after the initial discount of 5% above, R/M would reduce the overall contract up to an additional 2.5% for the next 10% of overall construction cost.)*

- *Cost changes that exceed -20% cost basis will not result in a further reduction of fee (beyond the maximum 7.5% proposed.)*
- *Cost changes that exceed a +10% cost basis (OVER the proposed construction cost amount) will be grounds for negotiation of some additional fee by the design team (not anticipated as we will be doing cost exercises as checks during design.)*
- *Cost adjustments will apply to all parts excluding Part 1 – Due Diligence.*
- *Determination of cost adjustments will be set with a proportioned amount of the final value (e.g. a reduction of the final construction cost of 3% would result in a 1.5% reduction in overall design fee.)*

DRIVER:
Opening the facility for use in 2028

PROPOSED DESIGN and CONSTRUCTION SCHEDULE

CITY OF COLUMBUS
Public Safety Facility
SEPTEMBER 3, 2025

GREEN ITEMS - meetings with OWNER (dates to be confirmed)
HIGHLIGHTED YELLOW ITEMS - critical dates/submittals

EXHIBIT A

ID	Task Name	Duration	Start	Finish
1	**PHASE I: Due Diligence/Schematics**	**152 days**	**Mon 10/6/25**	**Fri 3/6/26**
2	Site Survey and Investigation	12 days	Mon 10/6/25	Fri 10/17/25
3	Geotechnical Investigation	40 days	Mon 10/6/25	Fri 11/14/25
4	Environmental Review	26 days	Mon 10/6/25	Fri 10/31/25
5	**Building Programming**	**103 days**	**Mon 10/6/25**	**Fri 1/16/26**
6	**Finalize Building Program**	**0 days**	**Fri 1/16/26**	**Fri 1/16/26**
7	Site Plan Concepts/Planning	75 days	Mon 10/27/25	Fri 1/9/26
8	Rezoning Process	47 days	Mon 1/19/26	Fri 3/6/26
9	**Owner Review Meeting**	**0 days**	**Wed 1/28/26**	**Wed 1/28/26**
10	**PHASE II: Design Development**	**220 days**	**Mon 2/2/26**	**Wed 9/9/26**
11	Design Development Begin	0 days	Mon 2/2/26	Mon 2/2/26
12	Progress Printing - 30%	61 days	Mon 2/2/26	Fri 4/3/26
13	**Redline/Page-Turn with Client**	**0 days**	**Wed 4/8/26**	**Wed 4/8/26**
14	Progress Printing - 60%	61 days	Mon 4/13/26	Fri 6/12/26
15	**Redline/Page-Turn with Client**	**0 days**	**Wed 6/17/26**	**Wed 6/17/26**
16	Progress Printing - 90%	61 days	Mon 6/22/26	Fri 8/21/26
17	**Redline/Page-Turn with Client**	**0 days**	**Wed 8/26/26**	**Wed 8/26/26**
18	Design Development Complete	0 days	Wed 9/9/26	Wed 9/9/26
19	Pricing Exercise	12 days	Mon 8/24/26	Fri 9/4/26
20	**PHASE III: Permit Docs**	**158 days**	**Mon 9/14/26**	**Thu 2/18/27**
21	Permit Documents Development Begin	0 days	Mon 9/14/26	Mon 9/14/26
22	Progress Printing - 30%	40 days	Mon 9/14/26	Fri 10/23/26
23	**Redline/Page-Turn with Client**	**0 days**	**Wed 10/28/26**	**Wed 10/28/26**
24	Progress Printing - 60%	40 days	Mon 11/2/26	Fri 12/11/26
25	**Redline/Page-Turn with Client**	**0 days**	**Wed 12/16/26**	**Wed 12/16/26**
26	Progress Printing - 90%	40 days	Mon 12/21/26	Fri 1/29/27
27	**Redline/Page-Turn with Client**	**0 days**	**Wed 2/3/27**	**Wed 2/3/27**
28	Permit Documents Completed	0 days	Wed 2/17/27	Wed 2/17/27
29	**Final Opinion of Cost**	**12 days**	**Mon 2/3/25**	**Fri 2/14/25**
30	**Submit Plans to City for Approval**	**0 days**	**Thu 2/18/27**	**Thu 2/18/27**
31	**PHASE IV: Bidding**	**40 days**	**Mon 2/22/27**	**Fri 4/2/27**
32	Request for Proposals	26 days	Mon 2/22/27	Fri 3/19/27
33	Pre-Bid Meeting	0 days	Wed 3/3/27	Wed 3/3/27
34	Bid Opening	0 days	Fri 3/19/27	Fri 3/19/27
35	**Award Bid/Contract Period**	**12 days**	**Mon 3/22/27**	**Fri 4/2/27**
36	**PHASE V: Construction**	**423 days**	**Mon 4/5/27**	**Wed 5/31/28**
37	Mobilize	12 days	Mon 4/5/27	Fri 4/16/27
38	Site Construction Start	0 days	Mon 4/12/27	Mon 4/12/27
39	Building Construction	376 days	Mon 4/19/27	Fri 4/28/28
40	Punchlist / Closeout	19 days	Mon 5/1/28	Fri 5/19/28
41	**Opening Day**	**0 days**	**Wed 5/31/28**	**Wed 5/31/28**

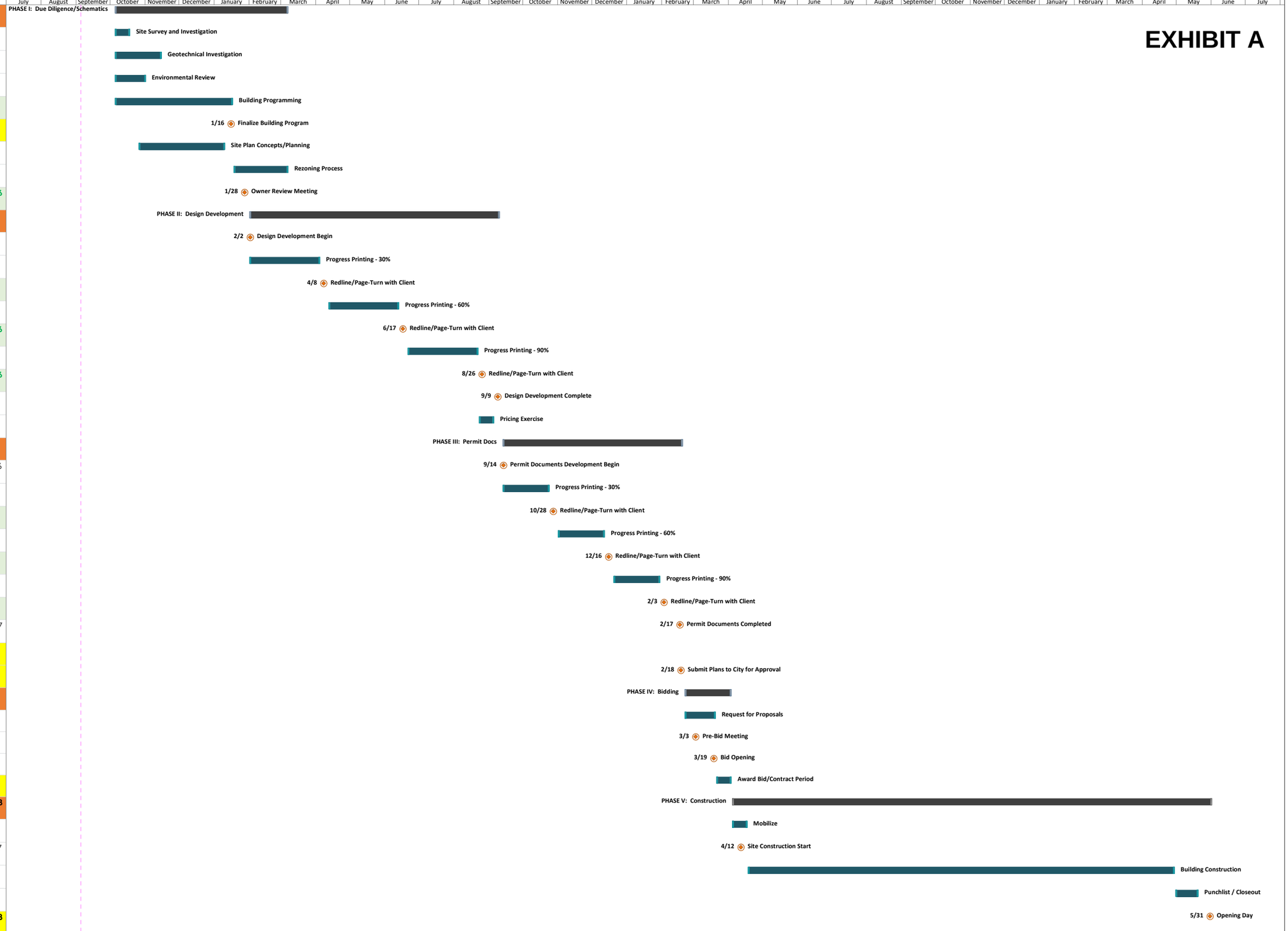
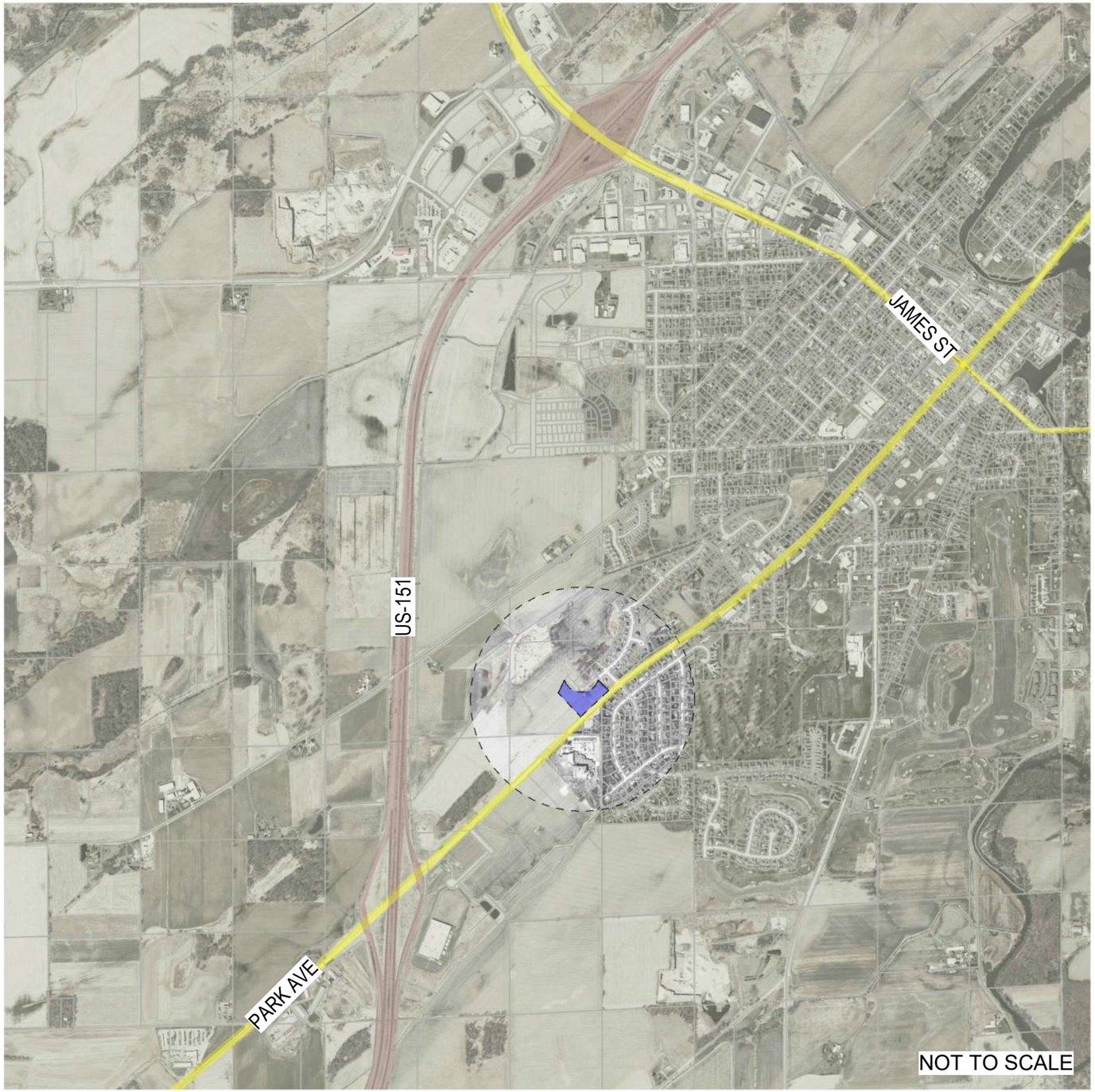
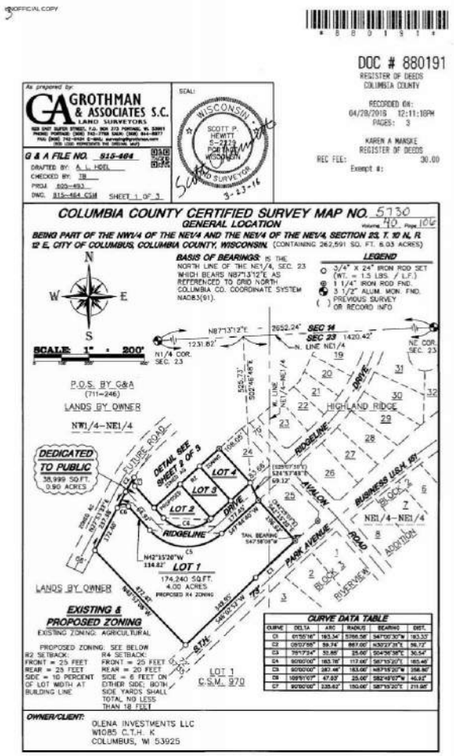


EXHIBIT B





R-4 MULTI-FAMILY RESIDENTIAL DISTRICT
REZONING REQUIRED
PUBLIC SAFETY FACILITY NOT PERMITTED
OR CONDITIONAL USE