

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:15 ET on 02/21/2024.

PAGE 1

AGREEMENT made as of the Nineteenth day of February in the year 2024

...

City of Madison
100 Hughes Road
Madison, Alabama 35758

...

Nola | Van Peurseem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801

...

City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

These services shall include architectural, civil, landscape, structural, mechanical, plumbing, and electrical design documents. The civil design shall be focused on the design of site and utility work within the area immediately adjacent to the building.

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Owner shall provide a program for the various spaces of the building per the sketch the owner furnished.

...

Per sketch provided by owner, approximately 1,080 square feet.

...

One Hundred Seventy Five Thousand Dollars (\$175,000.00).

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Construction Package One Hundred Twenty (120) days

...

As soon as possible

...

Nine months after notice to proceed.

...

Competitive Bid

...

N/A

...

Gerald Smith
Director of Facilities and Ground
City of Madison
100 Hughes Road
Madison, Alabama 35758

...

N/A

...

TBD

...

To be billed as a pass thru on Architectural Services. See Reimbursables

PAGE 4

Jason Phillips

...

J.M Phillips Engineering, LLC

...

4950 Corporate Drive, Suite 135N

...

Huntsville, Alabama 35805

...

(256) 429-9150

...

Robert Van Peurse, AIA, Principal
Nola | Van Peurse Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801
(256) 533-6617
robvanp@nvparchitects.com

...

John Powell

...

PEC Structural Engineering

...

3005 L and N Drive SW, Suite 3

...

Huntsville, Alabama 35801

...

(256) 533-3042

...

Kevin Mims

...

Mims Engineering

...

112 Southside Square, Suite B

...

Huntsville, Alabama 35801

...

(256) 881-4126

...

Jack R. Morgan, Jr.

...

EE Group, Inc.

...

1521 Rainbow Drive

...

Gadsden, alabama 35901

...

(256) 413-7717

...

N/A

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N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

...

§ 2.5.9 Architect shall provided waivers of subrogation in favor of Owner on its Workers' Compensation, commercial General Liability, Umbrella Liability, and Automobile Insurance policies.

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§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>

§ 4.1.1.3	Measured drawings	<u>Owner</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect/Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Owner</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Owner</u>

4.1.1.4 Existing facilities surveys - Site topo and boundary survey (TBD).

4.1.1.5 Site Evaluation and planning - Included in the Base Bid, no extra fee

4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate

4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. Higher level of designs can be furnished on an hourly rate.

4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.

4.1.1.30 Other Supplement Services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

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4.1.1.1. Programming - Owner shall provide a list of rooms, desired sizes and intended use

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 Twelve (12) visits to the site by the Architect during construction

...

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 Two (2) inspections for any portion of the Work to determine final completion.

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Cost of the work shall include the estimated sales tax savings on the construction value and the value of in-kind services performed based on any design provided by this scope of work.

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[] Litigation in a court of competent jurisdiction

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Zero

...

One Thousand Dollars (\$1,000.00)

PAGE 20

N/A

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Nine percent (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A

...

Hourly per 11.7

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

...

Schematic Design Phase	<u>Ten</u>	percent (<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

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<u>Principal Architect</u>	<u>\$195.00 Hour</u>
<u>Architect</u>	<u>\$125.00 Hour</u>
<u>Construction Administration</u>	<u>\$90.00 Hour</u>
<u>Intern Architect</u>	<u>\$90.00 Hour</u>
<u>Interior Designer</u>	<u>\$90.00 Hour</u>
<u>Technician I</u>	<u>\$80.00 Hour</u>
<u>Specifications Writer</u>	<u>\$70.00 Hour</u>
<u>Technician II</u>	<u>\$60.00 Hour</u>
<u>Administrative</u>	<u>\$50.00 Hour</u>
<u>Consulting Engineer</u>	<u>\$250.00 Hour</u>
<u>Consulting Designer</u>	<u>\$195.00 Hour</u>
<u>Consulting Technician</u>	<u>\$185.00 Hour</u>

...

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

...

N/A

...

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

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A

...

N/A

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Paul Finley, Mayor

Robert Van Peurseem, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert Van Peurse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:52:15 ET on 02/21/2024 under Order No. 2114505233 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)