



AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eighteenth day of November in the year 2020
(In words, indicate day, month and year.)

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

City of Meridian, and Idaho Municipal Corporation
c/o Meridian Finance Department
33 E. Broadway Avenue
Meridian, Idaho 86342

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

Rice Fergus Miller, Inc
275 5th Street, Suite 100
Bremerton, WA 98337
Telephone Number 360-377-8773

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

Meridian New Fire Station 7 and 8
Meridian New Police Precincts
RFM Project Number: 2020038.01/.02

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be Selected

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As noted in Letter of Proposal dated November 17, 2020 and attached hereto as Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:32:05 ET on 11/24/2020 under Order No.7610209206 which expires on 10/30/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1195992182)

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None identified at this time.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Stacy Redman
Facilities Project Manager
City of Meridian, Public Works Department
33 E. Broadway Avenue
Meridian, Idaho 83642
sredman@meridiacity.org
(Office Phone) 208-489-0374
(Cell Phone) 208-985-4234
(Fax) 208-898-9551

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined

- .2 Land Surveyor:

Eric Cronin Project Engineer eric@thelandgroupinc.com
The Land Group 462 E Shore Dr. #100 Eagle, ID 83616

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

Not by Owner; included in services of Architect.

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

None identified at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gunnar R. Gladics, Project Manager
ggladics@rfmarch.com
phone: 360.377.8773
Rice Fergus Miller, Inc.
275 5th St. #100
Bremerton, WA 98337

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Judson Williams SE Principal Engineer
Judson.williams@kpff.com
Phone: 208.336.6985
412 E. Parkcenter Blvd. Suite 200
Boise, ID 83706

- .2 Mechanical Engineer:

Randy Drake Project Engineer
rdrake@catorruma.com

Phone:208.343.3663
420 S. Orchard Street
Boise, ID 83705

.3 Electrical Engineer:

Kyle Olsen PE Project Engineer
kolsen@catorruma.com
Phone:208.343.3663
420 S. Orchard Street
Boise, ID 83705

§ 1.1.12.2 Consultants retained under Supplemental Services:

.4 Civil Engineer:

Eric Cronin PE, Project Engineer
eric@thelandgroupinc.com
Phone: 208.939.4041
462 E Shore Dr. #100
Eagle, ID 83616

.5 Landscape Architecture

Bob Schafer, Landscape Architect
bob@thelandgroupinc.com
Phone: 208.939.4041
462 E Shore Dr. #100
Eagle, ID 83616

.6 IT Design

Kyle Olsen PE, Project Engineer
kolsen@catorruma.com
Phone: 208.343.3663
420 S. Orchard Street
Boise, ID 83705

.7 Associate Architect

Clint Sievers AIA, Project Architect
clint@pivotnorthdesign.com
Phone: 208.690.3108
1101 West Grove St.
Boise, ID 83702

§ 1.1.13 Other Initial Information on which the Agreement is based:

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:32:05 ET on 11/24/2020 under Order No.7610209206 which expires on 10/30/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1195992182)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) 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.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Intentionally Deleted.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 **Concept Design and Entitlement Support** Services as noted in Letter of Proposal dated November 17, 2020 and attached hereto as Exhibit A

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate – NOT INCLUDED IN CONTRACT OR FEE

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services– NOT INCLUDED IN CONTRACT OR FEE

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services– NOT INCLUDED IN CONTRACT OR FEE

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

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services– NOT INCLUDED IN CONTRACT OR FEE

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services – NOT INCLUDED IN CONTRACT OR FEE

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of

Init.

the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect per Exhibit A
§ 4.1.1.2 Programming	Architect per Exhibit A
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Entitlements	Architect per Exhibit A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided in Exhibit A.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraphs deleted)

None

§ 4.1.3 Intentionally Deleted.

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:32:05 ET on 11/24/2020 under Order No.7610209206 which expires on 10/30/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1195992182)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: **NOT INCLUDED IN CONTRACT OR FEE.**

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 () visits to the site by the Architect during construction
- .3 () 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 () inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

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

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 intentionally deleted.
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants

consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A

request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

(Paragraphs deleted)

§ 8.3 Intentionally Deleted

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination,

Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Intentionally Deleted

§ 9.8 Intentionally Deleted

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the

receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum

(Paragraphs deleted)

As noted in Exhibit A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

To be negotiated prior to the performance of Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows: Not Applicable.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: NOT APPLICABLE

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget

for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Per ATTACHED 2020 Billing Rates on attached Exhibit A for Rice Fergus Miller and Pivot North Architects

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence per allowance set forth in Exhibit A;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Deleted
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Deleted
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Deleted
- .11 Deleted
- .12 Deleted.

(Paragraph deleted)

§ 11.9 Deleted

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$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 Deleted

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable net 30 from the Owner's receipt of a correct invoice.

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

Zero percentage (%0)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .3 Exhibits: Exhibit A, Proposal Letter dated November 17th, 2020

(Paragraphs deleted)

Exhibit B: Rice Fergus Miller Electronic Data Release Form

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

David A. Fergus, Principal

(Printed name, title, and license number, if required)

November 17th, 2020

Chief Niemeyer and Chief Lavey

City of Meridian Fire Department
33 E. Broadway Ave. #210
Meridian, ID 83642

City of Meridian Police Department
1401 E. Watertower St.
Meridian, ID 83642

Re: Meridian New Fire Station 7 and 8
Meridian New Police Precincts
RFM Project Number: 2020038.01/.02

Dear Chief Niemeyer and Chief Lavey,

Rice Fergus Miller (RFM) and Pivot North Architecture is pleased to present the following Letter of Proposal to provide professional architectural design and engineering services for two (2) new fire stations and two (2) police precincts for the City of Meridian.

Rice Fergus Miller and Pivot North Architecture are excited as your City moves forward with our team to maintain and improve the fire and emergency services for your citizens.

We are pleased to submit our proposal for the first steps to making your projects a reality.

I. Project Description

The City of Meridian has documented needs for new fire service and police facilities in growing areas of your City. These facilities are tentatively set to be built at the Northwest site adjacent to Owyhee Storm Rd. and Gander Creek subdivision and the Southwest site at East Lake Hazel Rd and Discovery Park, respectively.

Meridian Fire department will plan a facility at each site to house an engine company comprised of standardized room diagrams developed for Station 6.

Meridian Police department will plan a facility at each site to house a police precinct, total size to be determined under this scope of work.

II. Scope of Services

Program Validation and Concept Design:

Letter of Proposal
City of Meridian
November 17th, 2020
Page 2

The project team for the first Phase consists of RFM, Pivot North Architecture, and The Land Group civil engineering and landscape architecture.

This first Phase consists of two Tasks:

Task I: Fire Department Program Verification and Concept Design

Workshop I: Fire Department Program Validation

RFM will prep and lead a three-day programming and operational analysis workshop in conjunction with Pivot North Architecture on site to review and confirm program elements based upon the Station 6 prototype and the standardized room diagrams previously created for the City of Meridian. This workshop will pair with Task II in parallel development with Meridian Police Department.

Day 1: See Task II: Meridian Police Programming.

Day 2: 1-day review of existing room diagrams, lessons learned, site features.

Day 3: 1-day RFM/PNA work session to review preliminary building and site development for both Fire and Police Departments.

Zoom Meeting 1:

PNA on site/RFM Zoom

Confirm any remaining program questions, concept site and floor plan options for both sites.

Workshop II: Concept Design Review

RFM will prep and lead a one-day workshop in conjunction with Pivot North Architecture on site to review site and floor plan options and review concept exterior designs.

This workshop will be followed by one round of revisions based on the discussion in order to issue concept documents to CM/GC for preliminary costing and annexation application by city.

Zoom Meeting 2:

PNA on site/RFM Zoom

Review final concept site and floor plans, review final concept exterior designs updated from Workshop II.

Zoom Meeting 3:

PNA on site /RFM Zoom

Review initial costs with CM/GC and City of Meridian.

Deliverables: Updated space program for two stations using common space planning building blocks, concept level site planning, floor plans, and exterior design, suitable for CM/GC initial cost estimation and city application for annexation.

Letter of Proposal
City of Meridian
November 17th, 2020
Page 3

Task II: Police Department Programming and Concept Design

Workshop I: Police Department Programming

Pivot North Architecture will prep and lead a three-day programming and operational analysis workshop in conjunction with RFM on site to review and confirm program elements based upon the initial plan layout provided for prototype police precinct.

Day 1: 1-day review room diagrams, adjacencies, and other space needs for prototype police precinct.

Day 2: See Task I: Meridian Fire Department Programming.

Day 3: 1-day RFM/PNA work session to review preliminary building and site development for both Fire and Police Departments.

Zoom Meeting 1:

PNA on site/RFM Zoom

Confirm any remaining program questions, concept site and floor plan options for both sites.

Workshop II: Concept Design Review

RFM will prep and lead a one-day workshop in conjunction with Pivot North Architecture on site to review site and floor plan options and review concept exterior designs.

This workshop will be followed by one round of revisions based on the discussion in order to issue concept documents to CM/GC for preliminary costing and annexation application by city.

Zoom Meeting 2:

PNA on site/RFM Zoom

Review final concept site and floor plans, review final concept exterior designs updated from Workshop II.

Zoom Meeting 3:

PNA on site /RFM Zoom

Review initial costs with CM/GC and City of Meridian.

Deliverables: Updated space program for two precinct stations using common space planning building blocks, concept level site planning, floor plans, and exterior design, suitable for CM/GC initial cost estimation and city application for annexation.

Task III: Site Survey of Northwest and Southwest sites.

NW Site Survey: This will include boundaries, topographic features, existing structures and utilities. Not included, Record of Survey and new easements.

SW Site Survey: This will include boundaries, topographic features, existing structures and utilities. Not included, Record of Survey and new easements.

Letter of Proposal
 City of Meridian
 November 17th, 2020
 Page 4

Task IV: Entitlements Support.

RFM, Pivot North Architecture, and The Land Group shall provide assistance to the City of Meridian project manager as requested for application preparation, submittals, and public hearings. Any request for support shall be requested in written form the RFM prior to commencement of assistance.

III. Owner Responsibilities

It is our understanding that the City of Meridian will provide full information, including setting forth its design objectives, constraints and criteria; a legal description, and the services of soil engineers, hazardous materials surveyors, or other consultants when such services are deemed to be necessary.

IV. Schedule

We are ready to begin upon execution of a contact which is expected in October 2020; the first workshop will be scheduled at a mutually agreeable time in October or November of 2020.

Task I and Task II: Program Verification/Concept Design is anticipated to be completed by mid-January 2021, including the costing exercise by the CM/GC.

Task III: Site Survey: Site survey shall begin upon execution of this contract and written direction from the City of Meridian.

Task IV: Entitlements: The design team shall provide assistance to the cities project manager and Police and Fire departments as requested by the city.

V. Compensation

For the Services outlined above, compensation shall be a fixed fee for Tasks I-III. Task IV shall be billed as hourly fee not to exceed.

City of Meridian Fire Department Summary:

Task I – Fire Department	\$ 24,400
Survey – NW Site (half to PD)	\$ 1,900
Survey – SW Site, ROS, Annex (half to PD)	\$1,650
<u>Subtotal Fire Department, fixed fee</u>	<u>\$ 27,950</u>
<u>Entitlements, hourly not to exceed (half to PD)</u>	<u>\$ 5,000</u>
<u>Reimbursable Allowance (half to PD)</u>	<u>\$ 2,500</u>
<u>Total</u>	<u>\$ 35,450</u>

Letter of Proposal
 City of Meridian
 November 17th, 2020
 Page 5

City of Meridian Police Department Summary:

Task II – Police Department	\$31,700
Survey – NW Site (half to FD)	\$ 1,900
Survey – SW Site, ROS, Annex (half to FD)	\$1,650
<u>Subtotal Police Department, fixed fee</u>	<u>\$ 35,250</u>
<u>Entitlements, hourly not to exceed (half to FD)</u>	<u>\$ 5,000</u>
<u>Reimbursable Allowance (half to FD)</u>	<u>\$ 2,500</u>
<u>Total</u>	<u>\$ 42,750</u>

Permit and Land Use Review/Application Fees

Tasks IV City Application/Review Fees: Paid direct by the city.

VI. Additional Services

Services for future phases of Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases will be developed as mutually agreed upon at a future date under the master AIA B-133 agreements with the City of Meridian.

Future phases will include the services of KPFF structural engineers and Cator-Ruma mechanical and electrical engineers.

The following services, though they could be provided by RFM and Pivot North Architecture, are not included in our Scope of Basic Services and, if requested, will be billed as Additional Services.

- Additional meetings beyond those identified above such as such as additional public meetings and appeal meetings for entitlements; meetings and redesign beyond those stated above to reconcile CM/GC costing and budget.
- Photo Realistic Renderings, 3-D Physical Modeling
- Design Review Board approval
- Additional Consultants
- Owner Requested Changes to the Drawings after Approvals
- Owner Requested Schedule Extensions
- Change in site location
- Multiple concepts

VII. Terms of Agreement

The enclosed Hourly Billing Rate Sheets, are, by reference, included as a part of this Proposal. A formal AIA B-133 contract will follow with this proposal as an Exhibit. The B-133 agreement will be the master agreement for future tasks with Amendments prepared for specific tasks and compensation.

Letter of Proposal
City of Meridian
November 17th, 2020
Page 6

VIII. Summary

Thank you for the opportunity to propose on your project; please let us know if you have any questions. We stand ready to prepare the B-133 contracts for approval by Council.

We look forward to a fun and collaborative process with all of you.

Sincerely,
Rice Fergus Miller, Inc.



Approved for Rice Fergus Miller by,
Dave Fergus, Principal

Attachments: RFM Hourly Billing Rates
PNA Hourly Billing Rates

RICEfergusMILLER

ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100
 Bremerton, WA 98337
 Phone: (360) 377-8773
 rfmarsh.com

2020 Hourly Billing Rates

Date of Proposal: November 17, 2020
 Project: City of Meridian Fire and Police
 Project No.: 2020038.00/01

The hourly billing rates shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller.

Principal in Charge:	\$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 90.00 - \$ 160.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization:	\$ 115.00 - \$ 125.00
Project Coordinator:	\$ 80.00 - \$ 120.00
Administrative Support Staff:	\$ 80.00 - \$ 120.00



January 2020

2020 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$165.00
Project Manager	\$140.00
Project Architect	\$130.00
Senior Project Designer	\$130.00
Project Designer	\$110.00
BIM Manager	\$120.00
Interior Designer	\$100.00
Interior Designer 2	\$95.00
Architectural Intern III	\$105.00
Architectural Intern II	\$100.00
Architectural Intern I	\$95.00
Administrative	\$70.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum



September 18, 2020

Gunnar Gladics
 Rice Ferguson Miller
 275 5th St, Ste 100
 Bremerton, WA 98337
 ggladics@rfmarch.com

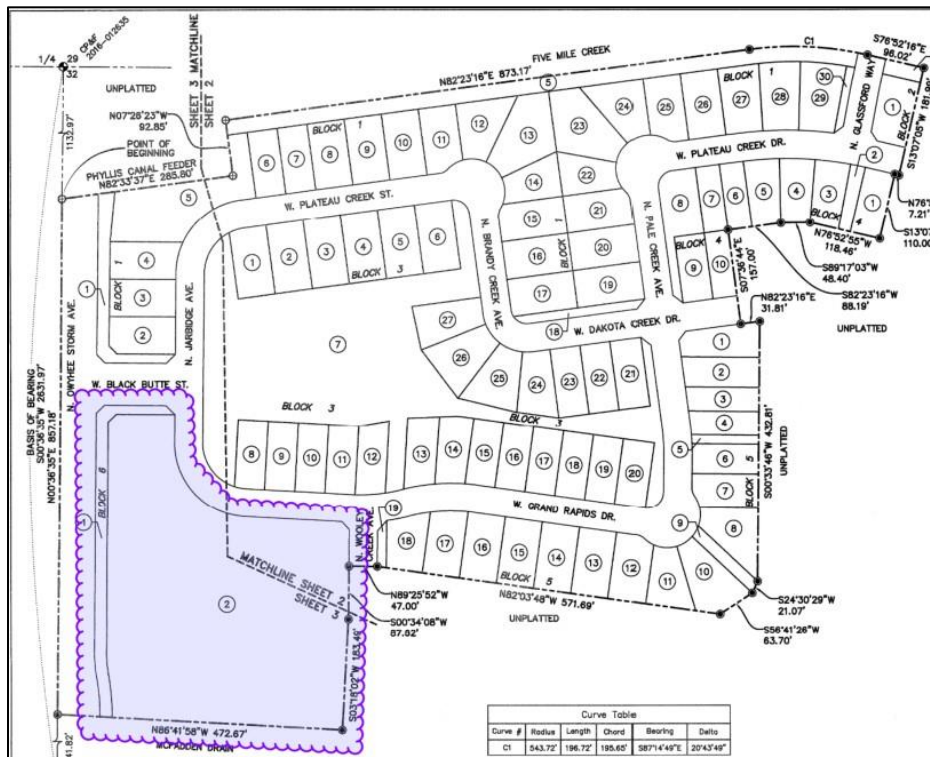
Re: Meridian Fire Station #7 – Topographic & Boundary Survey | Meridian, Idaho
TLG PN: 120.A2.1

Dear Gunnar:

The Land Group is pleased to submit this proposal for Professional Services on the above referenced project. Our scope of work is as follows:

I. SCOPE OF WORK

The scope will consist of topographic survey for site improvements related to the construction of a new fire station and general site work as required. The topographic survey will include the project area as generally depicted below. The timing of the survey will be dependent on the development of the Gander Creek South Subdivision to ensure the survey gathers the as constructed street and utility features.



Task 1: Land Surveying

TLG will conduct a topographic survey of the limits of work area identified on the sketch above. The limits of survey will be to the top back of curb on the far side of the each of the surrounding streets and utilities adjacent to the site as needed for design work. The survey will document the elevations of the existing ground, existing improvements, existing building, existing streets, utilities, and other features pertinent to design. Prior to conducting the survey, TLG will contact Dig Line to mark the existing underground utilities in the public rights-of-way adjacent to the property. If there are existing utilities within the property (outside of the right-of-way), a private utility locator should be contracted (by others) to mark these utilities prior to our survey. Based on the marks provided by the private locator and aboveground evidence, TLG will depict the utility locations as accurately as possible on the topographic map.

II. EXCLUSIONS

Unless described above and specifically included in this proposal, the following services are not included in the proposed fee and shall be charged as Additional Services if required:

- 1. Record of Survey
- 2. Legal Descriptions for Easements

When specifically requested, work not described above shall be performed as additional services.

REIMBURSABLE EXPENSES


Reimbursable expenses including but not limited to out of area travel, printing, copying, presentation boards, shipping, entitlement documents, public meeting information, progress submittals, bid documents, etc. directly relating to the project shall be billed in addition to the compensation for the Consultant’s services.

III. FEE PROPOSAL

TASK 1 - Land Surveying

a. Topographic & Boundary Survey	\$3,800	FIXED FEE
----------------------------------	---------	-----------

Thank you for the opportunity to work with you on this project. Should you have any questions or need additional information, please contact our office



The Land Group, Inc (signature)

Matthew T. Adams, Principal | Landscape Architect

Printed Name & Title

Accepted By:

Client (signature)

Printed Name & Title



Project Name:	Meridian Fire Station #7	TLG Project #:
Project Location:	Meridian, ID	Date: 9-18-2020
Client Name:	Rice Fergus Miller	TLG PM: EC
Client Address:	275 5 th St, Ste 100, Bremerton, WA 98337	
Client Contact:	Gunnar Gladics	Phone: 360-362-1867
Client Email:	ggladics@rfmarch.com	
Scope of Work & Fees:	See Exhibit A Dated 9-18-2020	Proposal #: 120.A2.1

TERMS AND CONDITIONS:

In consideration of the promises set forth in this document, The Land Group, Inc. (“Consultant”) agrees to perform services and Client agrees to pay for those services on the terms set forth in this Contract.

1. **Services** – The services described in the proposal attached as “Exhibit A” shall be performed by Consultant pursuant to this Contract in a manner consistent with that level of care and skill ordinarily exercised by members of the Landscape Architectural, Site Planning, Civil Engineering, Graphics and Surveying profession currently practicing in the same locality under similar conditions. Consultant makes no other warranty, either express or implied, as to any of its work. Any and all plans, specifications, recommendations or other professional advice provided to Client by Consultant shall be strictly subject to the conditions and limitation stated in this Contract
2. **Invoicing & Payment** – Invoices will be submitted at completion of work or monthly, based on progress, as appropriate. Invoices are due and payable upon receipt by Client unless otherwise specified in this Contract. All work will be charged in accordance with the fee schedule described in the proposal set forth above. A finance charge of one and a half percent (1.5%) per month shall be applied to the outstanding balance for accounts not paid within thirty (30) days of the invoice.
 - a. Consultant will endeavor to perform the services and accomplish the objectives within the estimated fees, costs and schedule. However, those estimates are based upon information available to Consultant as of the date of the proposal and are subject to adjustment on account of unseen or hidden conditions, changes in the codes or regulations and any directions by owner requiring work by Consultant going beyond the scope of the proposal set forth above. Consultant will notify Client upon the discovery of changes or any other unforeseen circumstances that may impact cost and schedule.
 - b. Client shall pay a project retainer in the amount of \$ 0.00 before Consultant shall start work on this project.
3. **Client’s Responsibilities** – Client or Client’s authorized representatives will provide Consultant with all revised and updated plans, specifications, and any other data necessary for the proper performance of Consultant pursuant to this Contract. The Client shall be responsible to inform TLG of those other consultants who are retained in respect to the project and with whom TLG’s efforts shall be coordinated. Consultant shall not be responsible for any errors and/or omissions in the performance of Consultant’s work or services rendered resulting from Client’s failure to provide Consultant with the information described in this paragraph.
 - a. Client will obtain, if necessary, any adjoining property owner’s written approval for Consultant’s entry upon his property as required for the performance of the services contemplated by this Contract. Consultant will take reasonable precautions to minimize damage to the property and adjoining properties.
4. **Changes in Scope of Work** – Client may order changes in the scope or character of services and/or work performed by Consultant, either decreasing or increasing the amount of Consultant’s work or services, without invalidating this Contract. Any such changes in the work and/or services performed by Consultant shall be set forth in writing signed by Client, on a Service Contract Amendment. However,

Consultant shall not be obligated to perform any work beyond the scope of the proposal set forth above until Consultant has provided written Contract to perform that additional work. Such additional work shall be performed pursuant to the terms and conditions of this Contract and in accordance with Schedule of Rates. When the project schedule requires, Consultant may proceed with work upon a verbal authorization from Client provided, however, that Client will promptly execute any written confirmation of the verbal authorization that is later requested by Consultant.

5. **Exemptions of Consultant's Responsibilities** – Consultant shall not be responsible for failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the contract documents, or in accordance with any recommendations issued by Consultant. Consultant shall have no responsibility for methods or work performance, superintendence or sequencing of construction on or about the jobsite. Consultant shall not revoke, alter, relax, enlarge or release any requirement of the Project's specifications or other contract documents, unless specifically authorized in writing by Client or his authorized representative. Consultant shall not have the right of rejection or the right to stop work, except for such periods as may be necessary for any site observation and/or operations required by this Contract and/or the project documents. Consultant shall not be liable for damages resulting from the actions or inactions of any governmental agencies including but not limited to, permit processing, governmental building inspections, zoning matters, annexations, use or conditional use permits and/or building permits.
6. **Jobsite Health & Safety** – Client, or any contractors acting on its behalf, shall maintain a safe jobsite. Neither the professional activities of the Consultant nor the presence of Consultant or its employees and agents on the jobsite shall be construed to imply Consultant has any responsibility for maintaining the safety of that job site. Client agrees to advise Consultant upon execution of this Contract of any hazardous substances or any condition existing in, on, or near the Project site where Consultant's personnel will be present which may pose a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to Client of such hazardous conditions. By virtue of entering into this Contract or of providing Services hereunder, Consultant does not assume control of or responsibility for the Project site or the persons in charge of the Projects site, nor undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present potential dangers to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to indemnify, defend and hold harmless Consultant from and against all claims and liabilities resulting from:
 - a. Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal or handling of hazardous substances or constituents;
 - b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the Project site;
 - c. Changed conditions or hazardous substances or constituents introduced at the Project site by Client or third persons before or after the completion of Consultant Services herein;
 - d. Allegations that Consultant is a handler, generator, operator, treater, storer, transporter, or disposer under any federal, state or local environmental regulation or law.
7. **Limitation of Services Provided** – The services provided pursuant to this Contract are intended solely for the use and benefit of the Client. No other person or entity may rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Contract without the express written consent of Consultant.
8. **Limitation of Liability** – Client agrees that in no event shall Consultant's liability for its negligence, errors or omissions relating to or arising out of the Project exceed Consultant's total fees for services rendered on the Project. This limit of liability shall apply to the aggregate of all Services rendered on the Project, whether to Client or Client's contractor(s) or subcontractor(s). Client shall require all contractors and/or subcontractors on the Project to execute written Contracts that limit Consultant's liability in accordance with conditions of this covenant.

- a. Client shall and does hereby agree to indemnify, save harmless and defend Consultant from the payment of any sum or sums of money to any person whomsoever on account of claims or suits arising out of injuries to persons, including death, or damage to property caused by Client, Client's employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, injuries to persons or damage to property, liens, garnishments, attachments, claims suits, costs attorneys' fees, costs of investigation and of defense.
 - b. Consultant shall not be liable for acts or omissions of any third party involved in the Services covered by the Contract or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Consultant. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees or agents.
 - c. Consultant shall not be responsible in any way for problems which arise relating to water in crawlspaces or mold/fungus problems which develop in structures constructed on the Property, and Client hereby indemnifies and holds Consultant harmless from any and all claims or damages resulting from such claims, including all costs and attorneys' fees incurred by Consultant arising from such claims. This indemnification shall be in addition to other remedies available to Consultant in these Standard Conditions.
9. **Public Liability** – Consultant maintains worker's compensation and employer's liability insurance for Consultant employees as may be required by law as well as liability and auto liability insurance as required by law. A certificate of insurance can be supplied to Client evidencing the coverage currently held by Consultant. Subject to Limitation of Liability, Consultant will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against Consultant or any of its agents during, or after Services are performed by Consultant pursuant to this Contract, which is alleged to have resulted in or caused damage, then: Client agrees at its cost to indemnify, defend and hold harmless Consultant in any such suit or claim and pay on Consultant's behalf any judgment entered against Consultant, including any interest thereon. Client will have the right to investigate, negotiate and settle, with Consultant's concurrence, any such suit or claim, and Consultant will cooperate in the defense of any such suit or claim.
10. **Indemnity** – Client agrees to defend, indemnify, and hold Consultant, its officers, directors, employees, agents and consultants harmless from any and all claims, suits or liability for personal injury, death, illness, property damage, damage to natural resources, fine or penalty arising or alleged to have arisen out of performance of Consultant's work to the extent that such claims or damages are due to the negligence of the Client. Client further agrees to compensate Consultant for all costs, expenses and fees reasonably incurred in defending any such claim, including court costs and attorney fees.
11. **Proprietary Rights** – Original drawings and other documents, as instruments of service, are the property of Consultant. This property shall not be used on other projects except by written Contract of Consultant. One reproducible set of final construction documents will be furnished to Client upon request.
12. **Electronic File Transfer Policy** - As a courtesy, drawing files and other documents may be furnished to Client, at Client's request, in electronic format. Electronic file drawings and documents shall be used for general reference purposes only. The transfer and receipt of an electronic file from Consultant does not constitute delivery of its work product. Only a signed hard copy or (pdf) issued from Consultant's office, as prepared by its staff for the specific project, and identified as such constitutes its work product, and shall be the operative document for all design, specification, layout and construction information. The recipient of any electronic file or document issued by Consultant agrees to indemnify and hold harmless Consultant and its officers, directors, employees, agents and consultants for any and all irregularities, incomplete or illegible transfers, incidental or consequential damages or costs incurred in the use, misuse, revision, alteration or other manipulation of electronic files furnished to Client.
13. **Force Majeure** - Neither party shall be deemed in default of this Contract or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than payment of money) results from any causes beyond its reasonable control and without its fault or negligence, such as acts of

Nature, the public enemy or the government, or delays caused by contractors, subcontractors, or review and approval processes by government agencies.

- 14. **Termination** – Either party may terminate this Contract by giving the other party written notice seven (7) days prior to the effective date of the termination. In the event of termination by Client, Consultant shall be paid for all services performed prior to the written notice. In the event of termination by Consultant, Consultant shall be paid that percentage of the total fee for the project corresponding to the percentage of all work described in the foregoing proposal. In either event, Client will pay consultant all out-of-pocket expenses incurred prior to the effective date of the termination, including all costs of settling and paying claims arising out of any subcontracts hereunder.
- 15. **Attorney Fees** – In the event of any dispute or controversy arising under this Contract, the parties (including anyone who claims an interest in this Contract) agree that they shall, in good faith, engage in mediation or other similar method of alternative dispute resolution processes to settle the controversy. If the result of such mediation is unsatisfactory to either of the parties, then any party may avail itself of any legal or equitable remedy available to it under Idaho law. In the event litigation is necessary to resolve any dispute arising under or in relation to this contract, the prevailing party shall be entitled to recover its reasonable costs and attorney’s fees.
- 16. **Controlling Law** – This Contract is governed by the laws of the State of Idaho.
- 17. **Litigation Assistance** – Unless otherwise specified by the Scope of Services, Consultant’s services do not include costs for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of Consultant, except for suits or claims between the parties to this Contract, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this Contract, unless and until there is a finding by a court that Consultant’s sole negligence caused Client damage.

This Contract contains the entire and integrated Contract between Client and Consultant and supersedes all prior negotiations, representations or Contracts, either written or oral. This Contract cannot be amended or modified except by written Contract, executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date indicated above.



The Land Group, Inc. (signature)

Matthew T. Adams, Principal | PLA

Printed Name & Title

Client (signature)

Printed Name & Title



SCHEDULE OF RATES

Civil Engineering

Senior Civil Engineer	\$150.00
Professional Civil Engineer	\$130.00
Civil Design & Production.....	\$105.00

Landscape Architecture & Planning

Senior Landscape Architect.....	\$150.00
Professional Landscape Architect	\$130.00
Landscape Architecture Design & Production	\$105.00
Senior Planner	\$135.00
Professional Planner	\$125.00
Planning Assistant.....	\$105.00

Survey

Professional Land Surveyor.....	\$150.00
Survey Manager	\$135.00
2-Man Survey Crew.....	\$150.00
1-Man Survey Crew.....	\$135.00
Survey Technician	\$105.00
Drone Flight Crew	\$175.00

Graphic Design/Photography

Graphic Designer / Photographer	\$105.00
---------------------------------------	----------

Administrative/Other

Administrative / Clerical	\$75.00
Professional Expert Witness	\$275.00
IT Services	\$105.00

Reimbursable Expenses

Large Format Bond Black and White Printing.....	\$0.40 per square foot
Large Format Bond Color Printing	\$6.00 per square foot
Large Format Glossy Color Printing	\$12.00 per square foot
Mylar Printing	\$7.50 per square foot
Color Copies: 8 ½ x 11"	\$0.75 per ea
Color Copies: 11 x 17"	\$1.50 per ea
USB Flash Drive	\$10 per ea
Vehicle Mileage.....	per IRS rate
Courier	varies by destination
Property Corner Monument (Steel Pin).....	\$3.50 per ea
Survey Monument (Brass or Aluminum Cap)	\$12.00 per ea
Survey Hub & Lath	\$2.50 per ea

mta / _____
Initials

October 26, 2020

Gunnar Gladics

Rice Fergus Miller
275 5th St, Ste 100
Bremerton, WA 98337
ggladics@rfmarch.com

**Re: Meridian Fire Station #8 – Land Surveying Entitlement Support | Meridian, Idaho
TLG PN: 120.A2.2**

Dear Gunnar:

The Land Group is pleased to submit this proposal for Professional Services on the above referenced project. Our scope of work is as follows:

I. SCOPE OF WORK

The scope will consist of preparing a record of survey and necessary legal descriptions for the transfer/dedication of public ROW to ACHD and the annexation process with the City of Meridian. The project area as generally depicted below. The topographic & boundary survey work will be completed under a separate contract with the owner.



Task 1: Record of Survey (ROS)

TLG will prepare a Record of Survey to define the resulting parcel after the dedication of public street right of way. TLG will prepare metes and bounds legal descriptions for the resultant parcel and the ROW parcel for use by the Owner. Once approved, TLG will record the ROS with the Ada County Recorder’s office and set new property corner monuments as required by Idaho Code.

Task 2: Legal Description

TLG will prepare required legal description for annexation and rezone (by others). The legal description will be to the centerline of the street.

II. EXCLUSIONS

Unless described above and specifically included in this proposal, the following services are not included in the proposed fee and shall be charged as Additional Services if required:

1. Traffic Studies or reports
2. Annexation and Rezone Application and Process
3. Certificate of Zoning Compliance Application and Process
4. Color Renderings & Graphics to support Entitlement effort

When specifically requested, work not described above shall be performed as additional services.

REIMBURSABLE EXPENSES

Reimbursable expenses including but not limited to out of area travel, printing, copying, presentation boards, shipping, entitlement documents, public meeting information, progress submittals, bid documents, etc. directly relating to the project shall be billed in addition to the compensation for the Consultant’s services.

III. FEE PROPOSAL

Task 1 - Record of Survey	\$2,800	Fixed Fee
Task 2 - Annexation Legal Description	\$500	Fixed Fee

Thank you for the opportunity to work with you on this project. Should you have any questions or need additional information, please contact our office



The Land Group, Inc (signature)

Matthew T. Adams, Principal | Landscape Architect

Printed Name & Title

Accepted By:

Client (signature)

Printed Name & Title



Project Name:	Meridian Fire Station #8	TLG Project #:	
Project Location:	Meridian, ID	Date:	10-26-2020
Client Name:	Rice Fergus Miller	TLG PM:	EC
Client Address:	275 5 th St, Ste 100, Bremerton, WA 98337		
Client Contact:	Gunnar Gladics	Phone:	360-362-1867
Client Email:	ggladics@rfmarch.com		
Scope of Work & Fees:	See Exhibit A Dated 10-26-2020	Proposal #:	120.A2.2

TERMS AND CONDITIONS:

In consideration of the promises set forth in this document, The Land Group, Inc. (“Consultant”) agrees to perform services and Client agrees to pay for those services on the terms set forth in this Contract.

1. **Services** – The services described in the proposal attached as “Exhibit A” shall be performed by Consultant pursuant to this Contract in a manner consistent with that level of care and skill ordinarily exercised by members of the Landscape Architectural, Site Planning, Civil Engineering, Graphics and Surveying profession currently practicing in the same locality under similar conditions. Consultant makes no other warranty, either express or implied, as to any of its work. Any and all plans, specifications, recommendations or other professional advice provided to Client by Consultant shall be strictly subject to the conditions and limitation stated in this Contract
2. **Invoicing & Payment** – Invoices will be submitted at completion of work or monthly, based on progress, as appropriate. Invoices are due and payable upon receipt by Client unless otherwise specified in this Contract. All work will be charged in accordance with the fee schedule described in the proposal set forth above. A finance charge of one and a half percent (1.5%) per month shall be applied to the outstanding balance for accounts not paid within thirty (30) days of the invoice.
 - a. Consultant will endeavor to perform the services and accomplish the objectives within the estimated fees, costs and schedule. However, those estimates are based upon information available to Consultant as of the date of the proposal and are subject to adjustment on account of unseen or hidden conditions, changes in the codes or regulations and any directions by owner requiring work by Consultant going beyond the scope of the proposal set forth above. Consultant will notify Client upon the discovery of changes or any other unforeseen circumstances that may impact cost and schedule.
 - b. Client shall pay a project retainer in the amount of \$ 0.00 before Consultant shall start work on this project.
3. **Client’s Responsibilities** – Client or Client’s authorized representatives will provide Consultant with all revised and updated plans, specifications, and any other data necessary for the proper performance of Consultant pursuant to this Contract. The Client shall be responsible to inform TLG of those other consultants who are retained in respect to the project and with whom TLG’s efforts shall be coordinated. Consultant shall not be responsible for any errors and/or omissions in the performance of Consultant’s work or services rendered resulting from Client’s failure to provide Consultant with the information described in this paragraph.
 - a. Client will obtain, if necessary, any adjoining property owner’s written approval for Consultant’s entry upon his property as required for the performance of the services contemplated by this Contract. Consultant will take reasonable precautions to minimize damage to the property and adjoining properties.
4. **Changes in Scope of Work** – Client may order changes in the scope or character of services and/or work performed by Consultant, either decreasing or increasing the amount of Consultant’s work or services, without invalidating this Contract. Any such changes in the work and/or services performed by Consultant shall be set forth in writing signed by Client, on a Service Contract Amendment. However,

mta / _____
Initials

Consultant shall not be obligated to perform any work beyond the scope of the proposal set forth above until Consultant has provided written Contract to perform that additional work. Such additional work shall be performed pursuant to the terms and conditions of this Contract and in accordance with Schedule of Rates. When the project schedule requires, Consultant may proceed with work upon a verbal authorization from Client provided, however, that Client will promptly execute any written confirmation of the verbal authorization that is later requested by Consultant.

5. **Exemptions of Consultant's Responsibilities** – Consultant shall not be responsible for failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the contract documents, or in accordance with any recommendations issued by Consultant. Consultant shall have no responsibility for methods or work performance, superintendence or sequencing of construction on or about the jobsite. Consultant shall not revoke, alter, relax, enlarge or release any requirement of the Project's specifications or other contract documents, unless specifically authorized in writing by Client or his authorized representative. Consultant shall not have the right of rejection or the right to stop work, except for such periods as may be necessary for any site observation and/or operations required by this Contract and/or the project documents. Consultant shall not be liable for damages resulting from the actions or inactions of any governmental agencies including but not limited to, permit processing, governmental building inspections, zoning matters, annexations, use or conditional use permits and/or building permits.
6. **Jobsite Health & Safety** – Client, or any contractors acting on its behalf, shall maintain a safe jobsite. Neither the professional activities of the Consultant nor the presence of Consultant or its employees and agents on the jobsite shall be construed to imply Consultant has any responsibility for maintaining the safety of that job site. Client agrees to advise Consultant upon execution of this Contract of any hazardous substances or any condition existing in, on, or near the Project site where Consultant's personnel will be present which may pose a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to Client of such hazardous conditions. By virtue of entering into this Contract or of providing Services hereunder, Consultant does not assume control of or responsibility for the Project site or the persons in charge of the Projects site, nor undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present potential dangers to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to indemnify, defend and hold harmless Consultant from and against all claims and liabilities resulting from:
 - a. Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal or handling of hazardous substances or constituents;
 - b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the Project site;
 - c. Changed conditions or hazardous substances or constituents introduced at the Project site by Client or third persons before or after the completion of Consultant Services herein;
 - d. Allegations that Consultant is a handler, generator, operator, treater, storer, transporter, or disposer under any federal, state or local environmental regulation or law.
7. **Limitation of Services Provided** – The services provided pursuant to this Contract are intended solely for the use and benefit of the Client. No other person or entity may rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Contract without the express written consent of Consultant.
8. **Limitation of Liability** – Client agrees that in no event shall Consultant's liability for its negligence, errors or omissions relating to or arising out of the Project exceed Consultant's total fees for services rendered on the Project. This limit of liability shall apply to the aggregate of all Services rendered on the Project, whether to Client or Client's contractor(s) or subcontractor(s). Client shall require all contractors and/or subcontractors on the Project to execute written Contracts that limit Consultant's liability in accordance with conditions of this covenant.

- a. Client shall and does hereby agree to indemnify, save harmless and defend Consultant from the payment of any sum or sums of money to any person whomsoever on account of claims or suits arising out of injuries to persons, including death, or damage to property caused by Client, Client's employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, injuries to persons or damage to property, liens, garnishments, attachments, claims suits, costs attorneys' fees, costs of investigation and of defense.
 - b. Consultant shall not be liable for acts or omissions of any third party involved in the Services covered by the Contract or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Consultant. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees or agents.
 - c. Consultant shall not be responsible in any way for problems which arise relating to water in crawlspaces or mold/fungus problems which develop in structures constructed on the Property, and Client hereby indemnifies and holds Consultant harmless from any and all claims or damages resulting from such claims, including all costs and attorneys' fees incurred by Consultant arising from such claims. This indemnification shall be in addition to other remedies available to Consultant in these Standard Conditions.
9. **Public Liability** – Consultant maintains worker's compensation and employer's liability insurance for Consultant employees as may be required by law as well as liability and auto liability insurance as required by law. A certificate of insurance can be supplied to Client evidencing the coverage currently held by Consultant. Subject to Limitation of Liability, Consultant will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against Consultant or any of its agents during, or after Services are performed by Consultant pursuant to this Contract, which is alleged to have resulted in or caused damage, then: Client agrees at its cost to indemnify, defend and hold harmless Consultant in any such suit or claim and pay on Consultant's behalf any judgment entered against Consultant, including any interest thereon. Client will have the right to investigate, negotiate and settle, with Consultant's concurrence, any such suit or claim, and Consultant will cooperate in the defense of any such suit or claim.
10. **Indemnity** – Client agrees to defend, indemnify, and hold Consultant, its officers, directors, employees, agents and consultants harmless from any and all claims, suits or liability for personal injury, death, illness, property damage, damage to natural resources, fine or penalty arising or alleged to have arisen out of performance of Consultant's work to the extent that such claims or damages are due to the negligence of the Client. Client further agrees to compensate Consultant for all costs, expenses and fees reasonably incurred in defending any such claim, including court costs and attorney fees.
11. **Proprietary Rights** – Original drawings and other documents, as instruments of service, are the property of Consultant. This property shall not be used on other projects except by written Contract of Consultant. One reproducible set of final construction documents will be furnished to Client upon request.
12. **Electronic File Transfer Policy** - As a courtesy, drawing files and other documents may be furnished to Client, at Client's request, in electronic format. Electronic file drawings and documents shall be used for general reference purposes only. The transfer and receipt of an electronic file from Consultant does not constitute delivery of its work product. Only a signed hard copy or (pdf) issued from Consultant's office, as prepared by its staff for the specific project, and identified as such constitutes its work product, and shall be the operative document for all design, specification, layout and construction information. The recipient of any electronic file or document issued by Consultant agrees to indemnify and hold harmless Consultant and its officers, directors, employees, agents and consultants for any and all irregularities, incomplete or illegible transfers, incidental or consequential damages or costs incurred in the use, misuse, revision, alteration or other manipulation of electronic files furnished to Client.
13. **Force Majeure** - Neither party shall be deemed in default of this Contract or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than payment of money) results from any causes beyond its reasonable control and without its fault or negligence, such as acts of

Nature, the public enemy or the government, or delays caused by contractors, subcontractors, or review and approval processes by government agencies.

14. **Termination** – Either party may terminate this Contract by giving the other party written notice seven (7) days prior to the effective date of the termination. In the event of termination by Client, Consultant shall be paid for all services performed prior to the written notice. In the event of termination by Consultant, Consultant shall be paid that percentage of the total fee for the project corresponding to the percentage of all work described in the foregoing proposal. In either event, Client will pay consultant all out-of-pocket expenses incurred prior to the effective date of the termination, including all costs of settling and paying claims arising out of any subcontracts hereunder.
15. **Attorney Fees** – In the event of any dispute or controversy arising under this Contract, the parties (including anyone who claims an interest in this Contract) agree that they shall, in good faith, engage in mediation or other similar method of alternative dispute resolution processes to settle the controversy. If the result of such mediation is unsatisfactory to either of the parties, then any party may avail itself of any legal or equitable remedy available to it under Idaho law. In the event litigation is necessary to resolve any dispute arising under or in relation to this contract, the prevailing party shall be entitled to recover its reasonable costs and attorney’s fees.
16. **Controlling Law** – This Contract is governed by the laws of the State of Idaho.
17. **Litigation Assistance** – Unless otherwise specified by the Scope of Services, Consultant’s services do not include costs for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of Consultant, except for suits or claims between the parties to this Contract, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this Contract, unless and until there is a finding by a court that Consultant’s sole negligence caused Client damage.

This Contract contains the entire and integrated Contract between Client and Consultant and supersedes all prior negotiations, representations or Contracts, either written or oral. This Contract cannot be amended or modified except by written Contract, executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date indicated above.



The Land Group, Inc. (signature)

Matthew T. Adams, Principal | PLA

Printed Name & Title

Client (signature)

Printed Name & Title



SCHEDULE OF RATES

Civil Engineering

Senior Civil Engineer	\$150.00
Professional Civil Engineer	\$130.00
Civil Design & Production.....	\$105.00

Landscape Architecture & Planning

Senior Landscape Architect.....	\$150.00
Professional Landscape Architect	\$130.00
Landscape Architecture Design & Production	\$105.00
Senior Planner	\$135.00
Professional Planner	\$125.00
Planning Assistant.....	\$105.00

Survey

Professional Land Surveyor.....	\$150.00
Survey Manager	\$135.00
2-Man Survey Crew.....	\$150.00
1-Man Survey Crew.....	\$135.00
Survey Technician	\$105.00
Drone Flight Crew	\$175.00

Graphic Design/Photography

Graphic Designer / Photographer	\$105.00
---------------------------------------	----------

Administrative/Other

Administrative / Clerical	\$75.00
Professional Expert Witness	\$275.00
IT Services	\$105.00

Reimbursable Expenses

Large Format Bond Black and White Printing.....	\$0.40 per square foot
Large Format Bond Color Printing	\$6.00 per square foot
Large Format Glossy Color Printing	\$12.00 per square foot
Mylar Printing	\$7.50 per square foot
Color Copies: 8 ½ x 11"	\$0.75 per ea
Color Copies: 11 x 17"	\$1.50 per ea
USB Flash Drive	\$10 per ea
Vehicle Mileage.....	per IRS rate
Courier	varies by destination
Property Corner Monument (Steel Pin).....	\$3.50 per ea
Survey Monument (Brass or Aluminum Cap)	\$12.00 per ea
Survey Hub & Lath	\$2.50 per ea

mta / _____
Initials