City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Gerald L. Clausen, City Manager

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: June 22, 2016

SUBJECT: Library/City Hall Project
Phase I Professional Services Agreement

Pursuant to Council direction on June 13, a Professional Services Agreement for the Library/City Hall Project Phase I has been prepared with OPN Architects, Inc. A copy of the Agreement is attached as Exhibit A. The terms of the Agreement are detailed within the document and summarized as follows:

"The Phase I concept study will include the following premises:

- The current City Hall/Library building at 112 E. 5th Street
- The current Commercial Savings Bank site at 627 N. Adams Street

A. Existing Conditions Review:

- Visit the two locations noted above to review and document existing building conditions.
- A structural and systems review of each facility will also be conducted by a licensed structural, mechanical and electrical engineer. Optional services for building envelope evaluation may be added.
- Collected information on existing buildings through building history, existing and original drawings, and any other documentation available.

B. Programming:

- Review and evaluate prior library space needs report.
- Facilitate meetings with stakeholders to establish the vision and goals for the project.
- Gather information and data on current library and city hall usage and needs through programming and available metrics.

C. Concept Preparation:

- Analyze and synthesize building information and needs with the established vision and goals to create, test and refine concepts for each identified property.
- Prepare a narrative describing preliminary design description and assumptions.
- Prepare a concept narrative for mechanical, electrical, plumbing, technology, and fire protection systems.
- Prepare a concept narrative for structural systems.
- Building Envelope Review Services
  - SystemWorks will be engaged to provide a building envelope review of the properties that would include measuring building pressure and assessing the condition of various building components, such as roof, flashings, caulking, wall assemblies and openings.
  - SystemWorks will be engaged to provide a thermal imaging survey of the properties that would include scanning the buildings to view interior and exterior areas and assess the thermal signature of the buildings in order to note areas of concern.
- Building operation costs review.
- Prepare preliminary estimate of probable costs for concept at each property indicated above.
- Compile and provide final report deliverable."

"Phase I – Preliminary Concepts and Estimate of Probable Costs

Architectural Services – OPN Architects	$10,000
Structural Evaluations – Shuck Britson	$6,000
MEP Systems Evaluation – Alvine Engineering	$5,500
Cost Estimation Services – Stecker – Harmsen	$1,520
Building Envelope Review – SystemWorks	$3,750
Total Professional Design Services	$26,770
Estimated Costs for Reimbursable Expenses	
Estimated 10 trips (project will be billed on actual costs)	$1,250
Estimated printing costs	$600
Total Estimated Range of Reimbursable Expenses	$1,850 - $2,000"

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

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

A project Schedule is also attached. Due to start-up logistics, Phase I work is anticipated to be initiated by mid-July. A four month Phase I completion period is scheduled pursuant to the Request for Qualifications.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Agreement with OPN Architects, Inc. for Professional Services for the Library/City Hall Project Phase I.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH OPN ARCHITECTS, INC. FOR PROFESSIONAL SERVICES FOR THE LIBRARY/CITY HALL PROJECT PHASE I.

WHEREAS, the City is of Carroll is desirous of developing the Library/City Hall Project Phase I; and,

WHEREAS, an Agreement Between Owner and Architect for the development of the Library/City Hall Project Phase I has been prepared with OPN Architects, Inc. and is attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement Between Owner and Architect with OPN Architects, Inc., attached as Exhibit A, for the Library/City Hall Project Phase I is approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City of Carroll, Iowa.

Passed and approved on this 27th day of June, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By_____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

EXHIBIT A

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Twenty-Seventh day of June in the year Two-Thousand Sixteen
(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 Carroll
112 E. 12th Street
Carroll, IA 51401

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

OPN Architects, Inc.
100 Court Avenue, Suite 100
Des Moines, IA 50309

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

Phase I – Preliminary Concepts for Carroll Public Library and City Hall
Current City Hall/ Library Building at 112 E. 5th Street
Current Commercial Savings Bank Building at 627 N. Adams Street

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This phase of the work will review and analyze prior space needs work that was performed for the library as well as establish needs and requirements for the City Hall through programming efforts. The two existing buildings being proposed for reuse will also be reviewed. This will allow concepts to be created for both facilities exploring which use is best suited for either property. A preliminary estimate of probable costs will be prepared to support the concepts developed.

The Phase I concept study will include the following premises:

- The current City Hall/Library building at 112 E. 5th Street
- The current Commercial Savings Bank site at 627 N. Adams Street

A. Existing Conditions Review:

- Visit the two locations noted above to review and document existing building conditions.
- A structural and systems review of each facility will also be conducted by a licensed structural, mechanical and electrical engineer. Optional services for building envelope evaluation may be added.
- Collect information on existing buildings through building history, existing and original drawings, and any other documentation available.

B. Programming:

- Review and evaluate prior library space needs report.
- Facilitate meetings with stakeholders to establish the vision and goals for the project.
- Gather information and data on current library and city hall usage and needs through programming and available metrics.

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C. **Concept Preparation:**

- Analyze and synthesize building information and needs with the established vision and goals to create, test and refine concepts for each identified property.
- Prepare a narrative describing preliminary design description and assumptions.
- Prepare a concept narrative for mechanical, electrical, plumbing, technology, and fire protection systems.
- Prepare a concept narrative for structural systems.
- Building Envelope Review Services
    - SystemWorks will be engaged to provide a building envelope review of the properties that would include measuring building pressure and assessing the condition of various building components, such as roof, flashings, caulking, wall assemblies and openings.
    - SystemWorks will be engaged to provide a thermal imaging survey of the properties that would include scanning the buildings to view interior and exterior areas and assess the thermal signature of the buildings in order to note areas of concern.
- Building operation costs review.
- Prepare preliminary estimate of probable costs for concept at each property indicated above.
- Compile and provide final report deliverable.

D. **Assumptions:**

- To evaluate the existing building conditions no destructive demolition will be necessary, nor will any special equipment. All areas necessary to the evaluation are assumed to be visible or accessible.
- Hazardous material testing and reports are anticipated to be provided by the owner.
- Specifications are not required as a part of Phase I. Construction documents including specifications would be provided following a mutually agreed upon contract for Phase II services.
- A preliminary and basic cost estimation is included within this Fee for Services. This estimate is not a detailed summary of costs but will provide an estimate of anticipated cost on a square foot basis.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. 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.

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

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§ 3.2 DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative 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 schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Concept Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. Assumptions noted in part D in Section 1.1.

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

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.
(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

A. Presentation or Fundraising Materials

- If the owner desires 3-dimensional presentation materials for use in presenting concepts or fundraising, OPN Architects can offer services for an additional fee as agreed upon by both parties to create the materials deemed necessary.
- Computer Modeling is our most common method of illustrating preliminary designs, especially for renovations of interior environments. Images, or renderings, can be created to convey the conceptual design from specific vantage points. Physical models can allow individuals to better review concepts interactively while on display for exterior modifications or additions.

B. Once the Project has met the financial requirements to allow progress into the next phase of design OPN Architects is prepared to assist the City of Carroll with services to move the project into more detailed development and administer the constructions. We suggest a lump sum professional fee be negotiated once finances for the project are in place. The fee will be determined based on the Scope of Work and once the method of project delivery has been selected. Phase II – Typical Professional Services include:

- Design Development Drawings
- Preparation of Construction Documents
- Bid or Negotiation of Construction Services

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

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(Paragraphs deleted)

§ 4.2.3 If the services covered by this Agreement have not been completed within Five (5) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 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.

§ 5.6 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.

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

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

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construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

(Paragraph deleted)

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

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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§ **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 A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ **8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 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** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. 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.

§ **8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

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ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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.

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§ **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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ **11.1** For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Professional fees to complete Phase I design services as outlined in this contract will be a lump sum fee as follows:

Phase I – Preliminary Concepts and Estimate of Probable Costs

Architectural Services – OPN Architects	$10,000
Structural Evaluations – Shuck Britson	$ 6,000
MEP Systems Evaluation – Alvine Engineering	$ 5,500
Cost Estimation Services – Stecker-Harmsen	$ 1,520
Building Envelope Review - SystemWorks	$ 3,750
Total Professional Design Services	$26,770
Estimated Costs for Reimbursable Expenses	
Estimated 10 trips (project will be billed on actual costs)	$ 1,250
Estimated printing costs	$ 600
Total Estimated Range of Reimbursable Expenses	$1,850 - $2,000

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

At the Architects standard hourly rates or at a lump sum to be determined based on the additional services selected and in advance of executing the services requested.

§ **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:
(Insert amount of, or basis for, compensation.)

At the Architects Standard Hourly Rates

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

(Paragraph deleted)
(Table deleted)
(Paragraph deleted)

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

Employee or Category	Rate
PRINCIPAL	$225/HOUR

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ASSOCIATE PRINCIPAL	$150/HOUR
ASSOCIATE	$135/HOUR
PROJECT ARCHITECT/PROJECT MANAGER	$115/HOUR
ARCHITECT	$95/HOUR
LANDSCAPE ARCHITECT	$80/HOUR
JOB CAPTAIN	$80/HOUR
INTERN ARCHITECT	$65/HOUR
INTERN LANDSCAPE ARCHITECT	$65/HOUR
SENIOR INTERIOR DESIGNER	$90/HOUR
CONSTRUCTION ADMINSTRATOR	$90/HOUR
REVIT DRAFTSPERSON	$45/HOUR
INTERIOR DESIGNER (NCIDQ CERTIFIED)	$75/HOUR
INTERIOR DESIGNER	$60/HOUR
DIRECTORS OF BUSINESS SUPPORT	$90/HOUR
MARKETING COORDINATOR	$50/HOUR
ADMINISTRATIVE STAFF	$50/HOUR
COLLEGE INTERNS	$35/HOUR

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

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

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

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

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

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in

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the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

N/A

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
Eric Jensen, Mayor	Danielle Hermann, AIA
(Printed name and title)	*(Printed name and title)*

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H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED. ATTACH ADDITIONAL SHEETS AS NEEDED.

SCHEDULE

Our team has proposed the following schedule based on the information in the City of Carroll Library / City Hall Project RFP and our discussions with the client.

Notice to Proceed

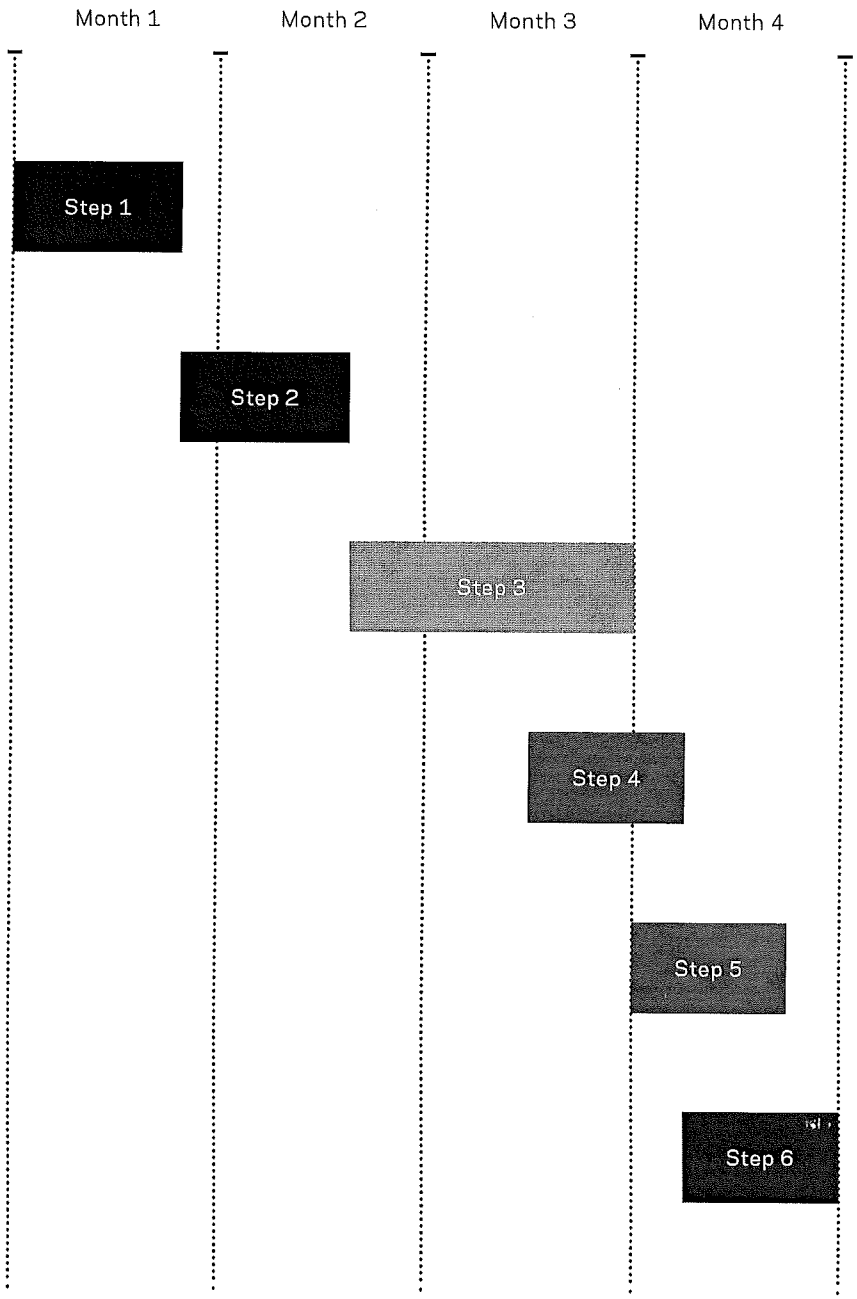
Step 1: Lay the Groundwork
- a. Facility tour
- b. Gather usage metrics
- c. Building evaluation (including structure/MEP systems)
- d. Review building history

Step 2: Define the Future
- a. Staff interviews
- b. Visioning
- c. Macro programming
- d. Planning

Step 3: The Big Picture
- a. Explore block & stack options
- b. Test and refine preferred options
- c. Develop final concepts

Step 4: What's the Impact?
- a. Architectural narratives
- b. Structural and MEP narratives
- c. Compare to current

Step 5: How Will We Get There?
- a. Explore implementation avenues
- b. Develop a project cost opinion

Step 6: Compile the Information
- a. Prepare PDF and print copy of final report

Issue Final Report