

**CITY OF MOAB RESOLUTION 27-2020**

**A RESOLUTION TO AWARD THE CONTRACT FOR SITE PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR WALNUT LANE APARTMENTS**

**WHEREAS**, the City of Moab purchased an existing mobile home (or "trailer") park located at 193 Walnut Lane (mailing address 250 & 280 Walnut Lane) in October 2018 with the intention to redevelop the property into an approximately eighty (80)-unit affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments; and

**WHEREAS**, the City published a Request for Qualifications (RFQ) in July 2019, which received five (5) submissions, and a Request for Proposals (RFP) in December 2019, which received ten (10) submissions, to solicit Site Planning, Architectural and Engineering Services for the Walnut Lane Apartments; and

**WHEREAS**, the bids were reviewed, ranked, and interviewed by the RFP Selection Committee, which consisted of the following members: Kaitlin Myers, Senior Project Manager; Joel Linares, City Manager; Nora Shepard, Planning Director; Barry Ellison, Building Official; Chuck Williams, City Engineer; and Mike Duncan, City Councilmember; and

**WHEREAS**, the RFP Selection Committee selected the proposal submitted by Architectural Squared (or "the Team") including, but not limited to, the following reasons:

1. Architectural Squared scored the highest on the first round of evaluations on the written proposals and was in the top two of each committee member's rankings from the in-person interview, with the consensus of the Committee preferring this Team.
2. The Team is the most local of the final four teams interviewed, with all members located in Moab, Utah, and Durango, Telluride, and Crested Butte, Colorado.
3. The Team has the greatest breadth of experience developing in Moab City and Grand County, which has given them a more complete understanding of the challenges and needs for the project, and therefore, a more complete and unique vision for this project.
4. Architectural Squared submitted the second-lowest cost proposal. While cost was not a major factor in the decision by the committee, it is clear this team submitted the proposal with the highest cost to benefit value.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL**, the contract for Site Planning, Architectural and Engineering Services for the Walnut Lane Apartments shall be awarded to Architectural Squared in an amount to not exceed \$66,397.

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council this 28 day of April, 2020.

SIGNED:  
Digitally signed by:



34BEB4724ECB4DD...

Emily S Niehaus, Mayor

ATTESTED:



Sommar Johnson, Recorder

**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.

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

# AIA® Document B101™ – 2017

## *Standard Form of Agreement Between Owner and Architect*

AGREEMENT made as of the « 28 » day of « April » 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 Moab » « »  
« 217 East Center Street »  
« Moab, Utah 84532 »  
« »

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

« Architectural Squared, » « PLLC »  
« 301 S 400 E # 209, PO Box 1153 »  
« Moab, Utah 84532 »  
« »

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

« Walnut Lane Apartments »  
« 193 Walnut Lane, Moab, Utah 84532 »  
« Redevelopment of the existing Trailer Park property into an approximately eighty (80)-unit, affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments. »

The Owner and Architect agree as follows.

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User Notes:

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### 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.)*

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

§ 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.)*

« General Project Information

In October 2018, the City purchased a 38-unit mobile home (or "trailer") park located at 193 Walnut Lane in Moab, UT 84532. The City intends to redevelop the Trailer Park property into an 80-unit, affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments.

The site includes two parcels and is approximately 2.91 acres. In December 2019, the parcels were rezoned to correct a split zone, and the property is now completely located in the R-4 Manufactured Housing Residential Zone.

It is the City's intention to redevelop the Trailer Park property using the City's Planned Affordable Development ("PAD") overlay, which grants higher density and other development incentives in exchange for deed restricted

affordable units. PAD affordable units are subject to deed restrictions that preserve affordability for at least fifty (50) years and must make up at least seventy percent (70%) of the total units in the development. Thus, to comply with the requirements of the PAD, the Walnut Lane Apartments must include at least fifty-six (56) deed-restricted affordable units, and the remaining units may be available to households at market rate rents.

To be a person eligible for a PAD unit, the person(s) must satisfy the following criteria:

- The persons comprising the household must have a combined household income that does not exceed one hundred percent (100%) of the Grand County, Utah Area Median Income (AMI), as published by HUD from time to time;
- At least one person in the household must be either: (a) employed full time in Grand County; (b) disabled; (c) a retired person over sixty years of age who was a full-time employee of an entity located within Grand County for at least five continuous years immediately preceding his or her retirement; or (d) a parent residing with one or more minor children; and
- All persons occupying PAD affordable housing units must utilize the housing as their sole place of residence.

For more information about the Planned Affordable Development, consult Moab Municipal Code Section 17.68.

The suggested unit mix for the Walnut Lane Apartments shall be negotiated throughout the contract period.

#### *Target Population*

One of the City's primary goals during the redevelopment of Walnut Lane is to provide adequate housing for the current residents of the Walnut Lane Trailer Park. To the best of its ability, the City shall not displace any of the current residents during any phase of this Project, and the households in good standing will be granted priority for the new units produced from redevelopment. Current residents range from extremely low- to low-income, work in service or other low-wage jobs, and most are Hispanic and/or Native American.

#### *Site and Neighborhood*

The site consists of two parcels numbered 01-0001-0106 and 01-0001-0229, located at 193 Walnut Lane, Moab, UT 84532.

The property is adjacent to the Moab Regional Hospital campus and a mix of single-family and multifamily residential developments. It is proximate to downtown Moab, which offers a variety of commercial services and amenities for residents and tourists, and community amenities such as the Moab Valley Multicultural Center, Swanny Park, and the Moab Recreation and Aquatic Center. Many current residents rely on active transportation methods to travel to work and to access these and other community amenities.

#### *Physical Description*

The property currently includes thirty (30) mobile homes constructed prior to 1976 (or "trailers"); in July 2019, two trailers were damaged from fire and were removed from the site, and the City removed an additional six trailers in January 2020.

Each site includes hookups for water, sewer, gas, and electricity. These utility connections are substandard, and the City assumes that all utilities will need to be replaced and/or substantially upgraded from the street. Several trees exist on site, but there is no other public landscaping or green infrastructure included. The City has removed the majority of the trees located at 250 Walnut Lane but the majority of the trees at 280 Walnut Lane still need to be assessed and removed. Each parcel is accessed by a compacted, unpaved driveway, and the trailers sit on dirt and/or gravel pads. »

§ 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.)

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

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

.1 Design phase milestone dates, if any:

« Reference Appx. B – Design Schedule from RFP Response, Updated »

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« n/a »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« TBD »

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

« All design to be aimed at improving the quality and energy efficiency of this Project. This may include passive design, energy efficient appliances, smart siting, materials and resource conservation, water management, healthy living environment goals, and energy efficiency or net-zero targets. It may also include following set standards, including the IECC 2018 requirements, International Living Future Institute (ILFI)’s Zero Energy Certification and/or Living Building Challenge (LBC), Energy Star Homes, Enterprise Green Communities, Leadership in Energy and Environmental Design (LEED), Home Energy Rating System (HERS) Score of 50 or below, or similar. All sustainability goals to be finalized and clearly outlined during master planning phase. Final goals to be incorporated in the contract for construction drawings. »

§ 1.1.6.1 AIA Document E204™–2017, Sustainable Projects Exhibit, is incorporated into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

« Kaitlin Myers »  
« Senior Projects Manager, City of Moab »  
« P) 435.259.5129 »  
« E) [kmyers@moabcity.org](mailto:kmyers@moabcity.org) »  
« »  
« »

§ 1.1.8 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.)*

« Joel Linares »  
« City Manager, City of Moab »  
« P) 435.259.5121 »  
« E) [jlinares@moabcity.org](mailto:jlinares@moabcity.org) »  
« »  
« »

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

.1 Geotechnical Engineer:

« TBD »« »  
« »  
« »  
« »  
« »

.2 Surveyor:

« TBD »« »  
« »  
« »  
« »  
« »

.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« Courtney Kizer »  
« Principal Architect »  
« P) 512.656.1745 »  
« E) [courtneykizer@gmail.com](mailto:courtneykizer@gmail.com) »  
« »  
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

« SET Engineering »« LLC »  
« 1309 E 3<sup>rd</sup> Ave #206 »  
« Durango, CO 81301 »  
« Contact – James Green »  
« P) [970.844.0306](tel:970.844.0306) E) [jamesg@setengineering.com](mailto:jamesg@setengineering.com) »

.2 Development Strategist:

« Shik Han Consulting »« LLC »  
« 301 S 400 E #208 »  
« Moab, UT 84532 »  
« Contact – Shik Han »  
« P) 435.200.3330 E) shan@shikhan.com »

.3 Structural, Mechanical, Electrical & Plumbing Engineer:

« Resource Engineering Group »« »  
« 502 Whiterock Ave »  
« Crested Butte, CO 81224 »  
« Contact – Dodson Harper »  
« P) 970.349.1216 E) dodson@reginc.com »

.4 Landscape Architect:

« DHM Design »« »  
« 1309 E. 3<sup>rd</sup> Ave #23 »  
« Durango, CO 81301 »  
« Contact – Ann Christensen »  
« P) 970.385.4219 E) achristensen@dhmdesign.com »

.5 Lighting Designer:

« Luminosity Architectural Lighting Design »« »  
« 618 Mountain Village Blvd #203a »  
« Mountain Village, CO 81435 »  
« Contact – Craig Spring »  
« P) 970.729.8892 E) craig@luminosityald.com »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

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

« Original RFP Response dated 2020 01 30 »

§ 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. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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 in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

## 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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million USD » (\$ « 1,000,000 » ) for each occurrence and « Two Million USD » (\$ « 2,000,000 » ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « n/a » (\$ « n/a » ) 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Five Hundred Thousand USD » (\$ « 500,000 » ) per claim and « One Million USD » (\$ « 1,000,000 » ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, 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 for claims caused in whole or in part by the Architect's negligent acts or omissions. 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

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

§ 3.1.5 The Architect shall 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.

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider 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 4.1.1.

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

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

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

**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 Programming	A <sup>2</sup>
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect & All Consultants
§ 4.1.1.6 Building Information Model management responsibilities	A <sup>2</sup>
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	SET Engineering
§ 4.1.1.9 Landscape design	DHM Design
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	Shik Han Consulting

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Architect & All Consultants
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	REG Engineering & Luminosity
§ 4.1.1.30	Other Supplemental Services	

#### § 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 below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

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

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« Owner to provide all required surveys & geotechnical data. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 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 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .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.

§ 4.2.2 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 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 reflected in Appx. A - Scope of Work & Cost from RFP Response, Updated and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 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.

## 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 Contractor, 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

### § 8.2 Informal Settlement Discussion

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to informal settlement discussion as a condition precedent to the binding dispute resolution elected in Section 8.2.4 below. 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 informal settlement discussion. A request for informal settlement discussion shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, the informal settlement discussion 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.

§ 8.2.3 The informal settlement discussion shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in the informal settlement discussion shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through informal settlement discussion 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.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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 In addition to any amounts paid under Section 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 pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« Parties agree that any such licensing fee would be subject to a mutually agreed upon amount upon termination of this contract. »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 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, including 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.

§ 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  
(Insert amount)

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

- .2 Percentage Basis  
(Insert percentage value)

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

- .3 Other  
(Describe the method of compensation)

« »

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

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 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:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)

Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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.)

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

Employee or Category	Rate (\$0.00)

§ 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;
- .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 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 « » percent ( « » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « n/a » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

### § 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 upon presentation of the Architect's invoice. Amounts unpaid « Forty Five » ( « 45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

« 1 » % « on a monthly basis »

§ 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.)*

« »1. The Architect shall keep itself informed concerning, and shall render all services provided in accordance with, all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

2. Time is of the essence in the performance of this Agreement.

3. The time period(s) specified for performance of the services pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Architect, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City. The Architect shall within ten (10) days of the commencement of such delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Architect be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Architect's sole remedy is an extension of the Agreement pursuant to this Section.

4. To the full extent permitted by law, the Architect agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from any and all actions whether judicial, administrative, regulatory or arbitrated (“Actions”) and any and all claims or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the services, operations or activities provided in this Agreement of Architect , its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Architect is legally liable (“Indemnors”), or arising from the Architect ’s negligent, reckless or willful misconduct, or arising from the Architect ’s indemnnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement (“Claims”). The Architect will defend any Action filed in connection with any such Claims and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection with any Claims. The Architect will promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Architect and the Architect agrees to save and hold the City, its officers, agents, and employees harmless. In the event the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the Architect for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Architect , the Architect agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees. Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City’s negligence, except that design professionals’ indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Architect and shall survive termination of this Agreement.

5. If either Party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys’ fees. Attorneys’ fees shall include attorneys’ fees on any appeal, and in addition, a party entitled to attorneys’ fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

6. The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Architect covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Architect shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

7. This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Architect and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8. Nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

« Excluded. »

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[  ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[  ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Original RFP Response dated 2020 01 30 »  
« Appx. A - Scope of Work & Cost from RFP Response, Updated »  
« Appx. B – Design Schedule from RFP Response, Updated »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

\_\_\_\_\_  
OWNER (Signature)

« Emily Niehaus » « Mayor, City of Moab »  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

« Courtney Kizer » « Principal Architect, A^2 »  
(Printed name, title, and license number, if required)

ATTEST:

\_\_\_\_\_  
City Recorder

**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.

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

# AIA® Document E204™ – 2017

## *Sustainable Projects Exhibit*

This Sustainable Projects Exhibit (“Exhibit”) dated the « 28 » day of « April » in the year « 2020 » is incorporated by this reference into the Standard Form of Agreement Between Owner (City of Moab) and Architect (Architectural Squared, PLLC) (the Parties) dated April 28, 2020 (the “Owner-Architect Agreement”) for the following Project:  
(*Name and location or address of the Project*)

« Walnut Lane Apartments »  
« 193 Walnut Lane, Moab, Utah 84532 »

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### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Purpose This Exhibit provides for the establishment of the services of the Architect and the contractors listed on Appendix A to the Owner-Architect Agreement (the “Design Team”), and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

#### § 1.2 Definitions

##### § 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner’s goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

##### § 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

##### § 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s, Architect’s and Contractor’s roles and responsibilities associated with achieving the Sustainable Measures; the

specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

#### § 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED<sup>®</sup>, Green Globes<sup>™</sup>, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

(Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)

#### § 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

#### § 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

#### § 1.2.7 All Other Definitions

All other terms with initial capitalization in this Exhibit will have the definition as indicated in the Owner-Architect Agreement.

#### § 1.3 Incentive Programs

Any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services will be determined at a later date during a Sustainability Workshop as provided in Section 2.3 below

#### § 1.4 Incorporation of Exhibit

The Parties agree to incorporate this Exhibit into the agreements with the Design Team or other project participants performing services or Work in any way associated with the Sustainable Objective.

### ARTICLE 2 ARCHITECT

#### § 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

#### § 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification. (Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)

### § 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services as indicated in Section 2.5 below, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

### § 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

### § 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

### § 2.6 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.6.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7. (Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)

§ 2.6.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.6.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.6.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.6.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.6.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.6.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

## § 2.7 Copyrights and Licenses

§ 2.7.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.7.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority 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 under the Owner-Architect Agreement.

## § 2.8 Additional Services

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

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

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

- .1 « » ( « x » ) adjustments to the Sustainability Plan
- .2 « » ( « x » ) meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents
- .3 « » ( « n/a » ) submittals to the Certifying Authority
- .4 « » ( « n/a » ) responses to the Certifying Authority's comments and questions
- .5 « » ( « n/a » ) appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 « » ( « x » ) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

## ARTICLE 3 OWNER

§ 3.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the

Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 3.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 3.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 3.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 3.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

#### ARTICLE 4 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

§ 5.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 5.2. This Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

#### ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

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APPENDIX A: Scope of Work & Cost from RFP Response, Updated

TEAM SCOPE OF WORK & COST SUMMARY:

SCOPE	COMPANY	HOURS	COST
Architecture	A^2	180	\$25,322
Development	Shik Han	70	\$10,500
Civil Engineering	SET	108	\$13,900
Structural & MEP Engineering	REG	12	\$2,220
Landscape Design	DHM	104	\$13,280
Lighting Design	Luminosity	9.5	\$1,175
<b>GRAND TOTAL</b>		<b>483.5</b>	<b>\$66,397</b>

Walnut Lane - Appx A - Scope & Pricing



SCOPE OF WORK & COST - ARCHITECTURE

**Preliminary Project Budget Estimate**

\* All costs listed below are intended for estimation purposes only.

	RATE	Principal Architect \$175	Project Architect \$110	Designer \$95	Sustainability Expert \$75	Visual Specialist \$75	Total Estimated Fees
<b>PROJECT MANAGEMENT</b>							
Meetings - Kick off		2	2		2		\$720
Meetings - Regular w/ Working Committee		8			2		\$1,550
Meetings - Community Outreach		6	6		6		\$2,160
Meetings - City Council		12			3		\$2,325
Team Coordination		4					\$700
Correspondence		4					\$700
Material Translation (Partner with MVMC)		1					\$175
Scheduling		1					\$175
<b>TOTAL TEAM HOURS</b>		<b>59</b>					<b>TOTAL COST \$8,505</b>
<b>MASTER PLANNING &amp; SCHEMATIC DESIGN</b>							
MP Schematic Architectural Design (3 Plans) Including: Sustainability Analysis & Design		4	20		4		\$3,200
MP Design Development (Consolidated) Including: Phasing Plans		1	10		2	4	\$1,725
Presentation Documentation For: Community Outreach Meetings City Council Meetings Funding Outreach		4	40	2	6	20	\$7,240
Pro Forma Analysis & Support		4					\$700
<b>TOTAL TEAM HOURS</b>		<b>121</b>					<b>TOTAL COST \$12,865</b>
<b>REIMBURSEABLE EXPENSES</b>							
Administration							\$500
Postage, Office, etc.							\$150
Plots, Prints, Visuals, etc.							\$1,000
Travel (@ .58\$ / mile)							\$0
							<b>TOTAL COST \$1,650</b>
							<i>Contingency (10%)</i> \$2,302
<b>HOURS</b>		<b>180</b>					<b>GRAND TOTAL \$25,322</b>

General Notes:

- Consultant services are specifically excluded: geotechnical reports, civil engineering, structural engineering, landscape design, lighting design, mechanical / electrical / plumbing engineering, energy code analysis or third party drawing review whether required or desired.
- Estimated fee is limited to scope items expressly listed.
- Substantial increases in project scope - scope changes to be negotiated prior to continuation of work.
- Items or actions beyond the Architect's control that lead to extra services for design, communications, approvals or delays.



SCOPE OF WORK & COST - FINANCIAL PLANNING

**BASIC FUNCTIONS:**

Provide key support as Owner's Representative to real estate development operations from project inception, land acquisition, and predevelopment.

**ESTIMATED DEVELOPMENT CONSULTANT AND STRATEGIST FEE:**

- Time and Materials at the rate of \$150/per hour.
- Estimated time: 70 Hours

**PROJECT ORIGINATION:**

- Research and support in areas of the development process.
- Zoning Research/Applications for Zoning Changes, Variances, Easements, Special Exceptions.
- Assist with identifying and preparing applications for funding sources as needed.
- Preparing supportive services plans by working directly with supportive service agencies.
- Assist with local approvals, presentations to the community and/or local partners.
- Secure proposals and manage third-party contractors – market study, preliminary architecture, survey, environmental, etc.
- Assist the Principals with all areas of development process.

**PRE-DEVELOPMENT:**

- Secure third-party proposals for architecture, civil/mechanical engineering, green building consultants, Etc.
- Represent at public hearings.
- Represent to various funding sources (as requested).
- Assist in developing and maintaining client relationships with the community.
- Assist with coordinating project design development including managing meetings with the design team, and other providers.
- Identify and manage lead time items to prioritize development process.
- Manage the logistics associated with closing real estate transactions (if any).
- Develop and manage proforma

<u>Project Budget Estimate</u>	<u>Hours</u>
<b>Project Management</b>	<b>28</b>
<b>Meetings</b>	
Kickoff, Team Coordination, City Council, Public Outreach	
<b>Master Planning</b>	<b>12</b>
Team Coordination, Review & Feedback	
<b>Proforma</b>	<b>30</b>
Research & Analysis	
<b>Total Hours</b>	<b>70</b>

# Walnut Lane - Appx A - Scope & Pricing



## SCOPE OF WORK & COST - CIVIL ENGINEERING

ENGINEERING<sup>SM</sup>

### Estimate of Hours by Task

	Principal \$155	Project Manager \$130	Project Engineer I \$110	Civil Designer I \$95	Admin \$70	TOTAL ESTIMATED FEES (Not to Exceed)
<b>Project Management</b>						
Regular meetings with City and team	2	8			4	\$ 1,630
Provide baseline schedule and updates		4			2	\$ 660
Development and phasing strategy	2	4	4	4	2	\$ 1,790
<b>Pre-Development - Planning and Schematic Design</b>						
Develop 3 conceptual master plans	2	6	2	2		\$ 1,500
Develop a phasing plan for the Recommended Master Plan	2	6	6	10		\$ 2,700
Develop schematic design, including plans, elevations, and cross sections		4	4	4		\$ 1,340
Develop cost and development analysis data		4	4	4		\$ 1,340
Develop stormwater management		4	4	4		\$ 1,340
Expenses (3 nights at hotel @ \$150/night, Millage billed at \$0.58/mile)						\$ 1,600
<b>Subtotals</b>	<b>8</b>	<b>40</b>	<b>24</b>	<b>28</b>	<b>8</b>	<b>\$ 13,900</b>

### Budgetary Numbers for Optional Design and Background Components:

Boundary, Topo, and Locates Survey						\$ 5,000
Private Locator / CCTV Sewer (per day)						\$ 2,000
Potholing / Hydrovac Truck (per day)						\$ 3,000

### Notes and Assumptions:

- 1 Line item estimates are only estimates, and final costs may be reallocated between lines.
- 2 Items not listed explicitly herein are excluded from this scope.
- 3 Specific items excluded from this scope: Surveying, geotechnical engineering, structural engineering, electrical design, dry utility design, permitting, lighting design, landscape design, traffic studies, stormwater management plan, water modeling, easement negotiations, offsite design, and application fees.

# Walnut Lane - Appx A - Scope & Pricing

## SET Engineering

### Scope Proposal

### City of Moab – Walnut Lane Apartments RFP



ENGINEERING

In order to accurately design and phase this project, the locations of the existing utilities should be determined. It is important to understand this in order to preserve operation of existing services for tenants during all phases of the project.

Based upon the City info and our site investigations, we understand sewer and water is provided by the City. An old sewer main is located in about the middle of the site that flows to the north and collects sewer from the trailer parks, including the single-family residence encompassed by the project, and potentially from the trailer park to the west of this project. The location of each sewer service and their collectors that connect to said main is unknown. A few water meters are located along the north side of Walnut lane that serve the project. The location of the water lines and services beyond the meters is unknown. Gas mains and services are located throughout the project as indicated on Dominion Energy's facility map. Electricity is provided by Rocky Mountain Power and the majority of the lines are located overhead with a few underground services too. Communication lines are located throughout the project similar to the electrical facilities. Stormwater runoff sheet-flows to the northwest corner of the site and no storm drains exist. A storm drain is located offsite to the west, but its elevation would most likely not provide cost-effective drainage relief for the project.

In order to obtain the background site data needed, we suggest a boundary, topographic, and existing conditions survey be performed. We also suggest utility 'locates' be performed and surveyed. Potholing underground utilities or scoping, with a CCTV camera, the sewer lines may also be necessary to determine their locations. We intend to work with Obe regarding the sewer system and Levi for the water system – individuals at the City's utilities department – in addition to Chuck Williams, the City Engineer. We will work with the Fire Department to resolve access and hydrant locations. We have discussed the project with Gary Lawley at the power company and will determine phasing for the electrical system. We have also discussed the project with Callie Whitney at Dominion Energy and will determine phasing the gas system.

Given the background site data, we can accurately analyze the phasing of the project with respect to proposed building locations and existing and proposed utility services. We have analyzed numerous phasing methods. The factors are the size and location of the proposed buildings and which trailers and utilities will be affected. Phasing electrical will be tricky since the existing lines provide power to onsite trailers and neighboring properties surrounding the project. Partnering with Rocky Mountain Power will be essential. Again, the goal is to maintain services to all tenants during the life of the project. Temporary services may be needed in order to accomplish this.

Another important aspect of phasing this project is to maintain emergency access to all residences during all phases of the project. Currently, the two trailer parks are accessed from two separate driveways, without access connecting both sides. Moving or removing trailers will be necessary to maintain access during phasing. However, we understand HUD rules may prohibit habitation of a trailer if it is moved and should only be considered where we think it is feasible. We intend to work closely with the City and residents early in the process to determine the viability of moving any trailers.

Stormwater runoff will be handled via sheet flow and shallow vegetated swales since there are no storm drain systems to easily connect to. Retention, biofiltration, and detention areas will be needed to meet City requirements. While keeping stormwater on the surface will be challenging to design, we believe this will help control construction costs by minimizing piping and off-site improvements.

All phasing options consist of removing or moving existing trailers in order to create enough space to be cost effective – the larger the area, the better. Based upon our current understanding, phasing would best be handled by starting in the southwest quadrant of the project, due to its size, to extend a new water main from Walnut Lane and construct new sewer system since it flows to the north and temporarily tying it into the existing sewer main. This will allow the existing sewer to remain operational for the tenants. Water will need to be tied over or the existing lines be avoided in order to not interrupt service. The electrical upgrade will also benefit from starting in the southwest corner since electrical service is provided from the north and de-energizing the southwestern area will not affect other areas. Temporary access will be established for the tenants in the northwest corner by creating a drive aisle to connect to the east site of the project site. The next phase would best be located in the northwest quadrant. Then, moving to the east side, with a total of 3 or 4 phases.



SCOPE OF WORK & COST - LANDSCAPE

TASK & FEE DESCRIPTION					
<b>Walnut Lane Housing Development</b>					DHM
DHM Design Corp					
28-Jan-20					
	PRIN	PM	LA		SUB TOTAL
	165	125	90		
<b>Pre-Development - Planning and Schematic Design</b>					
Kick-off Meeting Design Team/City/Project rep, Site visit, code review	8	8			\$2,320.00
Prepare sketch site plan layouts, coordinate with design team to select preferred layout	1	8	16		\$2,605.00
Provide input on phasing plans	1	2			\$415.00
Public Meeting in Moab	12	4			\$2,480.00
Draft Schematic Design Site Layout and Landscape Plan and Details	1	4	16		\$2,105.00
Preliminary Cost Estimate		2	8		\$970.00
Review Plans and Cost Estimate with Client and Design Team		2			\$250.00
Final Schematic Design Landscape Plan and Details	1	2	8		\$1,135.00
	24	32	48	subtotal	<b>\$12,280.00</b>
Reimbursable expenses (printing, deliveries, mileage)					<b>\$1,000.00</b>
<b>Subtotal for Landscape Architectural Design Services</b>					<b>\$13,280.00</b>
<b>Assumptions-</b>					
Structural engineering for site elements such as flagpoles, retaining walls, etc is not included.					
Does not include electrical/lighting design.					
Plans will be provided to Architect in digital pdf version for submittals.					
Assumes construction documents would be scoped after a schematic design is approved.					
Assumes (2) trips to Moab during this phase of the project.					

Walnut Lane - Appx A - Scope & Pricing



SCOPE OF WORK & COST - ENGINEERING

The scope of work is to provide consulting for the Architectural, Civil Engineering, and Landscape Architecture during the master planning phase in relation to electrical site infrastructure and building layout. The fees below are to be billed hourly as needed with estimates provided.

	Scope	Rate	Hours	Estimated Fee
<b>Structural</b>	Review soils report and building layout for foundation options	\$185	3	\$555
	Provide options for alternative/efficient building construction	\$185	3	\$555
<b>MEP</b>	Review transformer and site electrical layout	\$185	3	\$555
	Review building orientation and layout relating to building efficiency	\$185	3	\$555
<b>Total</b>				<b>\$2,220</b>

Notes:

- Detailed energy modeling or building engineering is excluded from these estimates.
- Line items are only estimates and hours may be re-allocated between line items.
- Additional scope items can be added if requested for additional fees.



SCOPE OF WORK & COST - LIGHTING

BASIC SERVICES COMPENSATION

Basic Services Lighting Design Fees shall be Hourly with estimates shown (HR):

Architectural Lighting Design - Walnut Lane Apartments	Site Planning Phase / Scope							Total Hours	Amount	
	PR	CD	PC	Comments						
<b>Site Planning</b> <b>2 months</b> Kick Off Meeting with Team - Go To Meeting Design Coordination - Set-Up for GoToMtgs (2 @ .25 hrs) Coordination Meeting - Go To Meeting Lighting Design Schematic Layout PM (Email/Phone Correspondence, Contracts, Billing) Plotting & Shipping Travel Expenses	2.00		0.00					2.0	\$ 300	
	0.00		0.50					0.5	\$ 38	
	1.00		1.00					2.0	\$ 225	
	1.00		2.00					3.0	\$ 300	
	2.00		0.00					2.0	\$ 300	
	25.00									
	0.00		0							
			0							
			0							
			0							
<b>SUBTOTAL (Hrs)</b>	6.00	0.00	3.50	0	0	0	0	9.5		
									<b>SD total</b>	\$ 1,150
									<b>Hourly</b>	
									<b>SD Est Exp Total</b>	25.00
									<b>Total FX Fee</b>	\$ -
									<b>Total Estimated HR Fee</b>	\$1,150
									<b>Total Fee Total</b>	\$1,150
									<b>Estimated Expenses</b>	\$25
<b>Hourly Rates</b>	150	95	75						<b>Total Project Fee/Exp</b> \$1,175	

## APPENDIX B: Design Schedule from RFP Response, Updated

~ All dates listed below are intended for estimation purposes only. The team will work with the City of Moab to overcome any scheduling hurdles that may arise, especially those related to COVID-19

Preliminary Design Schedule	SPRING	SUMMER	FALL
<b>PRELIMINARY INVESTIGATIONS</b>			
<b>KICK OFF MEETING</b>			
<p><u>Deliverables:</u> All team members will be ready to listen and share thoughts on the project.  <u>Team Involvement:</u> All key team members to attend.</p>			
<b>PROGRESS MEETING</b>			
<p><u>Deliverables:</u> 3 Schematic Site Designs - varying to promote conversation and brainstorming. Each design to include a base  <u>Team Involvement:</u> Plans to be coordinated between Architecture, Landscape &amp; Civil based on preliminary input from the City of Moab. Input from Sustainability Expert, Development Strategist &amp; SMEP Engineers to be incorporated.  <i>NOTE: Availability of a detailed DWG survey at the time of the kickoff meeting will be critical to meeting this deadline date.</i></p>			
<b>PROGRESS MEETING</b>			
<p><u>Deliverables:</u> Consolidated Schematic Site Design coordinated between Architecture, Landscape Design, Civil Engineering &amp; input from the City of Moab. To include a developed base proforma.  <u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to refine the selected trajectory based on input on 3 schemes from the City of Moab. Input from Landscape &amp; SMEP Engineers as needed.</p>			
<b>COMMUNITY OUTREACH</b>			
<b>PUBLIC SCHEMATIC PRESENTATION</b>			
<p><u>Deliverables:</u> Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).  <u>Team Involvement:</u> All key players in this meeting to be available for questions from the public. Input from MEP Engineers virtually as needed.  <i>NOTE: This phase of public outreach is intentionally limited. Individual key members of our team have participated in community studies and public meetings and serve on local housing boards and are members of Grand County volunteer associations. We have a strong pulse on housing needs in our town.</i></p>			
<b>ENTITLEMENTS</b>			
<b>APPLICATION SUBMITTAL</b>			
<p><u>Deliverables:</u> Submit materials to the City Planning Department in accordance with the PAD Ordinance.  <u>Team Involvement:</u> All team members to be available to make adjustments to the submitted documents as needed based on</p>			
<b>PLANNING COMMISSION WORKSHOP</b>			
<p><u>Deliverables:</u> Digital presentation of the PAD application materials.  <u>Team Involvement:</u> Architect, Civil &amp; Development Strategist to be key players in this meeting to refine the selected trajectory based on input from the Planning Commission. Input from Sustainability Expert, Landscape &amp; SMEP Engineers as need.</p>			
<b>PLANNING COMMISSION PUBLIC HEARING</b>			
<p><u>Deliverables:</u> Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).  <u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the public. Input from Landscape &amp; SMEP Engineers as need.</p>			
<b>PLANNING COMMISSION VOTE</b>			
<p><u>Deliverables:</u> Adjusted site plan based on input from the council and public hearing as needed.  <u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the council. Input from Landscape &amp; SMEP Engineers as need.</p>			

\* All dates listed below are intended for estimation purposes only.

## Estimated Project Schedule

	2020			2021			2022			2023			2024			2025		
	W	S	F	W	S	F	W	S	F	W	S	F	W	S	F	W	S	F
<b>ENTITLEMENTS &amp; DESIGN</b>																		
Master Planning	■			■														
Site Plan	■			■														
Building Permit	■			■														
<b>CONSTRUCTION**</b>																		
Phase 1 - "Minimize Tenant Displacement" 15 Months				■			■			■			■			■		
Phase 2 - "Increase Capacity" 15 Months				■			■			■			■			■		
Phase 3 - "Diversify Offerings" 24 Months				■			■			■			■			■		
Project Completion				■			■			■			■			■		

\*\*Estimated construction lengths provided by Henderson Builders, LLC