

**Memorandum
Public Works Department**



To: City Manager
Subject: Architectural Services for New Rock Island Police Department Facility
Date: June 18, 2013
Number: 2013-122

Attached is an agreement with Gere Dismer Architects, LLC for architectural services in association with the new Rock Island Police Department Facility.

Gere Dismer Architects, and their design team, were selected for this phase of the project because they were previously selected to perform the RIPD Planning Study. The study was completed in May, 2013.

Gere Dismer Architects proposes to provide their architectural services at an estimated total cost of \$1,100,000.00.

Recommendation

The Public Works Department recommends that the City Council approve the attached agreement for architectural services from Gere Dismer Architects, LLC in the amount of \$1,100,000.00 and authorize the City Manager to execute the contract documents.

Vendor: Gere Dismer Architects, LLC
Contract Amount: \$1,100,000.00

Fund:	301	General Fund
Department:	411	Police Administration
Cost Center:	041	Administration
Object Code:	56502	Architectural Services
Project:	2724	Police Facility Construction
Grant:	000	

Purchase Order: P003683

Submitted by: Randall D. Tweet, Public Works Director
Michael J. Kane, P.E., City Engineer

Approved by: Thomas Thomas, City Manager

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of May in the year Two Thousand Thirteen

(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 Rock Island
1528 Third Avenue
Rock Island, IL 61201
Telephone Number: 309-732-2000

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

Gere Dismer Architects, Limited Liability Company
124 Arts Alley
Rock Island, IL 61201
Telephone Number: 309-786-9910
Fax Number: 309-786-9960

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

Rock Island Police Department Facility
Rock Island, Illinois

Architectural & Engineering Services to develop new facilities for the RIPD. Proposed buildings and site shall be based on the results of the RIPD Planning Study performed by McClaren, Wilson, & Lawrie, Inc. and Gere/Dismer Architects, LLC completed May 10, 2013.

Design Team:

- Gere/Dismer Architects, LLC
Architect of Record
- McClaren, Wilson, & Lawrie, Inc.
Public Safety Architect
- KJWW Engineering Consultants
Mechanical, Electrical, Plumbing, & Technology Engineer
- Missman, Inc.
Civil & Structural Engineer

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit A: Rock Island Police Department proposal, from Jeffrey S. Dismar to Jeffery A. Eder, Community & Economic Development Director, dated May 23, 2013.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

to be determined

.2 Substantial Completion date:

to be determined

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

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$3,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect/ Engineer	
§ 4.1.6 Building information modeling	Not Provided	

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§ 4.1.7	Civil engineering	Architect/ Engineer	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect/ Engineer	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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;

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- .9 Evaluation of the qualifications of bidders or persons providing 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.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall 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;

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adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project;

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

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 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 A201-2007, 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 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

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User Notes:

(1481200431)

[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to

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any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

Based on a new facility with a construction cost of \$13,187,837.
(See Exhibit E: New Police Facility Budget, dated May 10, 2013)

Construction Cost	\$13,781,290
Minus contingency	-593,453
Total Construction Cost	\$13,187,837

Stipulated Sum: One Million One Hundred Thousand Dollars and Zero Cents (\$ 1,100,000.00)

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

Exhibit B: Gere/Dismer Architects, MWL, KJWW, and Missman, Inc, Standard Time and Material Fees.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per Exhibit B

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

Hourly per Exhibit B

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

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

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

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) 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.)

2.00 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by 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 Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit A: Rock Island Police Department proposal, from Jeffrey S. Dismer to Jeffery A. Eder, Community & Economic Development Director, dated May 23, 2013.
- Exhibit B: Gere/Dismer Architects, MWL, KJWW, and Missman, Inc. Standard Time and Material Fees
- Exhibit C: Rock Island Police Department Planning Study Update, dated February 2013.
- Exhibit D: Site Diagram - Candidate Site A, dated May 10, 2013.
- Exhibit E: New Police Facility Budget, dated May 10, 2013.

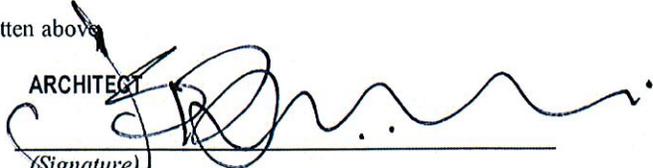
This Agreement entered into as of the day and year first written above

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)

Jeffrey S. Dismer, Member/Vice President
Gere/Dismer Architects

(Printed name and title)

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Additions and Deletions Report for **AIA[®] Document B101[™] – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:36:15 on 05/23/2013.

PAGE 1

AGREEMENT made as of the Twenty-third day of May in the year Two Thousand Thirteen

...

City of Rock Island
1528 Third Avenue
Rock Island, IL 61201
Telephone Number: 309-732-2000

...

Gere Dismer Architects, Limited Liability Company
124 Arts Alley
Rock Island, IL 61201
Telephone Number: 309-786-9910
Fax Number: 309-786-9960

...

Rock Island Police Department Facility
Rock Island, Illinois

Architectural & Engineering Services to develop new facilities for the RIPD. Proposed buildings and site shall be based on the results of the RIPD Planning Study performed by McClaren, Wilson, & Lawrie, Inc. and Gere/Dismer Architects, LLC completed May 10, 2013.

Design Team:

- Gere/Dismer Architects, LLC
Architect of Record
- McClaren, Wilson, & Lawrie, Inc.
Public Safety Architect
- KJWW Engineering Consultants
Mechanical, Electrical, Plumbing, & Technology Engineer
- Missman, Inc.
Civil & Structural Engineer

PAGE 2

See Exhibit A: Rock Island Police Department proposal, from Jeffrey S. Dismer to Jeffery A. Eder, Community & Economic Development Director, dated May 23, 2013.

...

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User Notes:

(1481200431)

to be determined

...

to be determined

PAGE 3

\$3,000,000

...

\$1,000,000

...

\$1,000,000

...

\$1,000,000

PAGE 8

§ 4.1.1	Programming	<u>Not Provided</u>	
§ 4.1.2	Multiple preliminary designs	<u>Architect</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Architect</u>	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	<u>Architect/ Engineer</u>	
§ 4.1.6	Building information modeling	<u>Not Provided</u>	
§ 4.1.7	Civil engineering	<u>Architect/ Engineer</u>	
§ 4.1.8	Landscape design	<u>Architect</u>	
§ 4.1.9	Architectural Interior Design (B252™-2007)	<u>Architect</u>	
§ 4.1.10	Value Analysis (B204™-2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12	On-site project representation	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Architect/ Engineer</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™-2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>Not Provided</u>	
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™-2007)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™-2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design	<u>Not Provided</u>	

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User Notes:

(1481200431)

PAGE 10

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-six (36) 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.

PAGE 13

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 16

Based on a new facility with a construction cost of \$13,187,837.
(See Exhibit E: New Police Facility Budget, dated May 10, 2013)

<u>Construction Cost</u>	<u>\$13,781,290</u>
<u>Minus contingency</u>	<u>-593,453</u>
<u>Total Construction Cost</u>	<u>\$13,187,837</u>

Stipulated Sum: One Million One Hundred Thousand Dollars and Zero Cents (\$ 1,100,000.00)

...

Exhibit B: Gere/Dismer Architects, MWL, KJWW, and Missman, Inc. Standard Time and Material Fees.

...

Hourly per Exhibit B

...

Hourly per Exhibit B

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

PAGE 17

Exhibit B: Gere/Dismer Architects, MWL, KJWW, and Missman, Inc. Standard Time and Material Fees

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

...

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) 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.

...

2.00% monthly

PAGE 18

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, loses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

...

Exhibit A: Rock Island Police Department proposal, from Jeffrey S. Dismar to Jeffery A. Eder, Community & Economic Development Director, dated May 23, 2013.

Exhibit B: Gere/Dismar Architects, MWL, KJWW, and Missman, Inc. Standard Time and Material Fees

Exhibit C: Rock Island Police Department Planning Study Update, dated February 2013.

Exhibit D: Site Diagram - Candidate Site A, dated May 10, 2013.

Exhibit E: New Police Facility Budget, dated May 10, 2013.

...

Jeffrey S. Dismar, Member/Vice President
Gere/Dismar Architects

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rachel Sommers, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:36:15 on 05/23/2013 under Order No. 0793643301_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Rachel Sommers
(Signed)

Administrative Assistant
(Title)

5/23/13
(Dated)



EXHIBIT A

23 May 2013

Jeffery Eder
Community & Economic Development Director
City of Rock Island
1528 Third Avenue
Rock Island, IL 61201

RE: Rock Island Police Department Facility
Architectural & Engineering Services Proposal

Dear Jeff:

Thank you for the opportunity to submit the following proposal for the architectural and engineering services for the proposed new Rock Island Police Department facility. Gere/Dismer Architects will lead the Design Team consisting of GDA, McClaren, Wilson & Lawrie, Inc., KJWW Engineering Consultants, Missman Inc. and Paragon Commercial Interiors.

PROJECT UNDERSTANDING

Commission

The consultant team of McClaren, Wilson & Lawrie in association with Gere Dismer Architects was commissioned to provide an update to a previous Facility Needs Assessment Study prepared for the City in 2011. A central goal of this study update was to validate and verify the cost of the proposed police facility project.

Process

A previous Study to determine the facility needs of the Police Department was completed in 2011. The previous study served as the point of beginning for the work of this study update. A detailed assessment of space needs and consideration of several building and site alternatives was completed. The previous study recommended that a new, 49,000 square foot facility with on-site parking for 150 cars be constructed on a site in downtown Rock Island. The estimated project cost was identified as a range of \$16 to \$19 million. This estimate excluded land acquisition costs pending selection of a site. A design and construction schedule of 28 to 36 months was proposed.

In late 2012, the consultant team was retained to provide more extensive evaluation of remodeling and expansion of the existing facility. The direction was to validate and verify the space needs and compare the advantages and disadvantages of the existing facility remodel and expansion with an alternative for a new building.

A series of new Planning Concept Alternatives were developed for review by the planning team. Two alternatives were considered thoroughly. One alternative relied on reuse of the existing

police facility with an expansion. A second alternative was developed for a new building in close proximity to City Hall.

Findings

Building Area - The Police Department currently utilizes approximately 22,000 square feet of building area in the City Hall building where the department has been located since 1940. The updated space needs assessment identified a need for 44,500 square feet of building area to meet current and future operational needs.

Parking Needs - The Police Department has need of approximately 150 vehicles. This need is currently being met by the parking structure across the street from the police facility. The new site if not adjacent to the existing parking structure would need to accommodate space for the 150 vehicles. It would be also be advantageous to have covered garage parking space for approximately 20 fleet vehicles near the staff entry of the police facility to accommodate shift change.

Impact of Regulatory Requirements - Two important Regulatory Requirements were identified by the consultant team and determined to be applicable to this police facility. One regulation is the "essential facility" requirement of the International Building Code. This regulation calls for upgraded performance of the building support columns, beams and foundations to resist natural forces of wind, snow and earthquake higher than other buildings. The second regulation National Fire Protection Association (NFPA) 1221 pertains to the communication center area of the building. This regulation includes a series of planning and technical requirements with the intent that the communications center be constructed to operate "before, during and after a natural or manmade disaster".

Recommendation

The existing police building cannot meet these two regulatory requirements without significant structural upgrades. Such upgrades were judged by the consultant team to be cost prohibitive and impractical. The two alternatives were thoroughly studied and evaluated. It was the finding of the City representatives and the consultant team that the new facility alternative has more advantages and fewer disadvantages than any other alternative. It is the consultant team's finding that the cost of the new facility alternative is only 5 percent more compared to the other alternatives considered. After thorough consideration of the two Planning Concept Alternatives by the planning team, it was unanimously agreed that the new building alternative had the most advantages and the best value for the City.

In the Spring of 2013 the planning team consisting of Thomas Thomas, City Manager, Jeffery Eder, Community & Economic Development Director and Police Chief Jeff VenHuizen met with the consultant team to evaluate site options and potential building costs for a new facility. The initial proposed site adjacent to the existing City Hall was no longer an available option due to the unwillingness of the owners to seel the property. This required the City to evaluate alternatives for a new site for the Police Station.

In an effort to move forward on finding a location for a new police station Police Chief Jeff VenHuizen, Deputy Chief Jason Foy, Tim McCloud, and Jeff Eder reviewed a number of sites. The team evaluated thirteen sites and narrowed the search down to three potential sites to be considered for the new police station. These three sites were evaluated by a site selection criteria process and scored based on a ranking of strengths and appropriate use for the new Police Facility. From this process the team selected one of the sites and is in the process of securing the land to be used for the proposed new Police Department facility.

A new Site Concept layout for the preferred site was developed to further define site development and parking requirements for a new Police Facility. This site concept was then evaluated for cost estimates and the final cost estimate was revised accordingly and presented to the planning team for approval.

Cost Estimates

The basis of the cost estimate is a national database assembled by RS Means. The database includes police facilities across the US and makes adjustments to reflect the unique aspects of the Rock Island construction market.

The cost estimate is subdivided into cost categories of Building construction cost, Site construction cost and parking costs, Total Construction Cost and Other Project Costs to come to a bottom line Total Project Cost. Land Acquisition Cost is carried as a separate line item pending final selection of the site area and negotiation of a purchase price. An anticipated cost for land acquisition is listed on the spreadsheet. The total estimated construction cost of \$13,781,290 is shown along with the total project cost estimated at \$17.5 million. The attached spreadsheet with project costs is titled New Police Facility Budget and referenced as Exhibit E.

Next Steps

With the land acquisition nearly finalized the City of Rock Island requested that Gere Dismar Architects assemble a proposal for Design Team to complete all design phases for the New Police Department Facility from Schematic Design through Construction Administration.

SCOPE OF SERVICES

Gere/Dismar Architects proposes to provide the Schematic & Design Development Phases, Construction Document Phase, Bid & Negotiation Phase and Construction Administration services for the Rock Island Police Department facility. The Design Team consisting of Gere Dismar Architects, MWL Architects, KJWW Engineering Consultants, Missman Inc. and Paragon Commercial Interiors will work together with the City of Rock Island representatives and the Police Department to complete the project. The Scope of services to accomplish this will include the following:

A. Schematic Design Phase

1. The design team will meet with the City of Rock Island Planning Team representatives and user groups to finalize the space requirements for the building and develop a space program to be reviewed with the facilities team and user groups.
2. Gere/Dismar Architects will provide a life safety code study of the International Building Code to determine code issues for the Police Department Facility.
3. A code study of the Plumbing Code will be provided to determine the requirements for the fixture counts in the building.
4. Field verification of the existing conditions for the site will be gathered to develop base drawings for preliminary design. This will involve field takeoffs and documentation to create the base drawings to use for the project.
5. The owner will contract with a soils engineer to take appropriate soil borings to verify the site conditions.
6. Preliminary floor plans and elevations will be developed and presented to the owner and user groups for review and approval.
7. Preliminary engineering drawings will be developed by KJWW to coordinate the Mechanical, Electrical, and Technology systems.
8. Missman Inc. will develop the preliminary site plans and provide the structural engineering design services for the project.
9. Paragon Commercial Interiors will provide recommendations on finishes for the interiors.
10. A plan review meeting will be set up with the City of Rock Island Planning Department to review preliminary concept plans and planning requirements.
11. An opinion of costs for the Schematic Design documents will be developed by the Construction Manager selected by the City of Rock Island.
12. The Schematic Design drawings and cost estimates will be reviewed with the Planning Team and any changes will be incorporated into the Schematic Design documents.

B. Design Development Phase

1. Update the drawings with any unresolved issues from the Schematic Design documents.
2. Gere Dismer Architects will coordinate with the engineers at Missman Inc. & KJWW with auto-cad base plans for the proposed mechanical, electrical, technology and structural systems.
3. Computer aided 3D modeling will be used to evaluate the proposed building and the unique challenges of the site and pedestrian access.
4. The floor plans and elevations will be developed and reviewed with the Planning Team for approval.
5. Paragon Commercial Interiors will provide recommendations on finishes for the interiors.
6. An opinion of costs for the Design Development documents will be developed by the Construction Manager.
7. The Design Development drawings and cost estimates will be reviewed with the Planning Team and any changes will be incorporated into the Design Development documents.

C. Construction Document Design Phase

1. Review any unresolved issues from the Design Development Phase.
2. Develop AutoCAD plans, elevations and building sections and details.
3. Conduct team meetings with the owner representatives to resolve any design and coordination issues.
4. Finalize design of the architectural elements including ceilings, soffits, doors, and finishes accommodating new systems and equipment upgrades.
5. Review door and room finish schedules with the owner for design approval.
6. Meet with the plan review officials for the City of Rock Island to obtain further input and establish schedule for submission and review.
7. Coordinate architectural drawings with engineering documents to verify accuracy and base drawing alignment.
8. Finalize the specifications using the AIA Masterspec Format along with the front end bidding instructions.
9. Provide quality control review of construction documents and specifications.

Engineering Design Services

1. Provide structural engineering design services for the building design.
2. Design of mechanical systems including:
 - a. Plumbing systems:
 - 1) Domestic hot and cold water.
 - 2) Sanitary drainage and venting.
 - 3) Interior roof drainage.
 - b. HVAC systems:
 - 1) Heating, ventilating, and air conditioning.
3. Design of electrical systems including:
 - a. Incoming electrical service, power distribution, and grounding.
 - b. Interior lighting and controls.
 - c. Site lighting.
 - d. Fire alarm.
 - e. Telecommunications conduit rough-in.
4. Design of technology systems.
5. Prepare applicable mechanical and electrical specifications.
6. Prepare contract documents that are suitable for pricing and construction purposes.

D. Bidding/Negotiation Phase

1. Attend Prebid meeting
2. Respond to contractor questions.
3. Prepare addenda information as required.

E. Construction Administration Services

1. Attend Preconstruction meeting.
2. Attend weekly construction site meetings with the contractor & owner representatives during the construction period.
3. Contract administration related to scope of work including:
 - a. Answer Contractor questions and Requests for Information (RFIs).
 - b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
 - c. Review Contractor responses to RFPs and recommend change orders.
4. Review shop drawing submittals for items requested in the contract documents.
5. Final punchlist will be made and submitted to owner and contractor.
6. Prepare record documents from as-built markups or files provided by contractors.

COMPENSATION

Gere/Dismer Architects proposes to provide the Schematic & Design Development Phases, Construction Document Phase, Bid & Negotiation Phase and Construction Administration services for the City of Rock Island Police Department Facility as a stipulated sum.

Gere/Dismer Architects and the consultants propose to provide the services described above on a lump sum basis for the following fixed fees:

One million one hundred thousand dollars.....\$1,100,000.00

The design fees will be billed on a phased approach with the following percentage breakdown of the total fees.

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bidding & Negotiation	5%
Construction Administration	20%

Invoices for work will be sent on a monthly basis. The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost.

1. Expedited delivery and handling (Federal Express, UPS)
2. Professional renderings or printing costs for color reproduction.
3. Printing costs for drawing, specification reproduction, and reports.
4. Payment of plan review fees or other imposed governmental agency fees.
5. State filing and/or permit fees.
6. Mileage (\$.55 / mile) for auto and other out of pocket expenses.

ADDITIONAL SERVICE FEES

Upon written approval from the client, the following additional services will be performed on a time and material basis using standard hourly rates in effect at the time the service is performed, or for a negotiated fee.

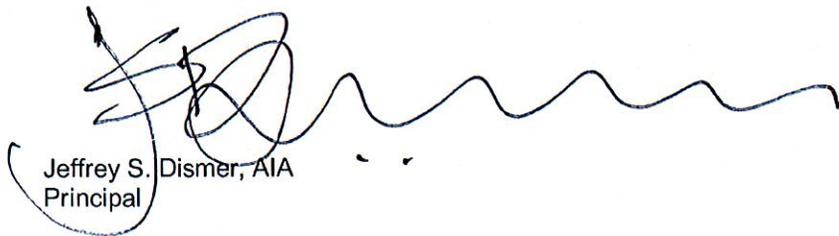
1. The owner will contract with a soils engineer to take appropriate soil borings to verify the site conditions. These services could be contracted as an additional service.
2. Identification, testing, and/or removal of hazardous materials will be by others.
3. Preparing record documents from as-built markups or files provided by contractors, or verifying the accuracy and completeness of same.
4. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
5. City of Rock Island will be responsible for all fees for soil borings, soil analysis, permits, City applications, publication and City filings.

Please contact me if you have any questions or concerns. We have prepared an AIA B101 Owner Architect Agreement which is attached with this document for your review and approval.

At Gere/Dismer Architects, we feel that our creative approach to design solutions, an emphasis on client satisfaction, and overall flexibility has made our client relationships strong associations. We look forward to working with the City of Rock Island to provide the architectural and engineering services for the City of Rock Island Police Department Facility.

Yours truly,

GERE/DISMER ARCHITECTS, LLC



Jeffrey S. Dismer, AIA
Principal

GERE/DISMER ARCHITECTS

124 Arts Alley
Rock Island, IL 61201
309/786-9910

STANDARD TIME-AND-MATERIAL FEES

1 June 2011

Principals:	\$175/hour
Production Staff:	
Level I	\$130/hour
Level II	\$110/hour
Level III	\$90/hour
Level IV	\$35/hour
Administrative/Clerical:	\$45/hour
Prints from our office:	\$3/each
Copies from our office:	\$.10/each
CDs from our office	\$3/each
Consultants:	1.1 x Invoice
All other reimbursables: (Printing, postage, long-distance telephone and fax, etc.)	1.1 x Cost



**HOURLY CHARGE RATE SCHEDULE
2013**

**OFFICE COMPENSATION RATES
EFFECTIVE JANUARY 1 - DECEMBER 31, 2013**

INTRODUCTION

The following personnel rate categories and reimbursable charges are made a part of the agreement for A/E services. Billable hourly rates will be based on the classification of personnel assigned to the project. McClaren, Wilson, & Lawrie, Inc. may adjust the rates set forth in this agreement at the beginning of each calendar year.

PERSONNEL CLASSIFICATION	*HOURLY RATES
<u>Senior Principal</u>	<u>\$265.00 per hour</u>
<u>Principal</u>	<u>\$235.00 per hour</u>
<u>Associate Principal</u>	<u>\$205.00 per hour</u>
<u>Senior Project Architect</u>	<u>\$185.00 per hour</u>
<u>Architect</u>	<u>\$125.00 per hour</u>
<u>Police Facility / Lab Planner</u>	<u>\$105.00 per hour</u>
<u>Office Assistant</u>	<u>\$85.00 per hour</u>
<u>Sub consultant</u>	<u>Cost plus 10%</u>

REIMBURSABLE EXPENSES

(Including travel related expenses, postage, courier, photocopy, fax, telephone, and misc.)
Direct cost plus 10%

McClaren, Wilson, & Lawrie, Inc.


2012 - 2013 STANDARD HOURLY RATES

(adjusted annually in May)

Standard Hourly Rates: (adjusted annually in March)	Principal	\$ 220 /hour
	Associate Principal	\$ 195 /hour
	Medical Equipment Planning Manager	\$ 190 /hour
	Associate	\$ 185 /hour
	Senior Engineer	\$ 140 to \$180 /hour
	Senior Designer	\$ 125 to \$160 /hour
	Design Engineer	\$ 90 to \$135 /hour
	Senior Medical Equipment Planner	\$ 125 to \$150 /hour
	Medical Equipment Planner	\$ 120 to \$135 /hour
	Designer	\$ 80 to \$125 /hour
	Senior Construction Administrator	\$ 110 to \$135 /hour
	Construction Administrator	\$ 90 to \$115 /hour
	Design Technician	\$ 65 to \$95 /hour
CAD Technician	\$ 55 to \$80 /hour	
Clerical	\$ 50 to \$75 /hour	

*These rates are for U.S.-based staff. Staff based in one of KJWW's international offices may have different billing rates. These rates can be provided upon request.

Project Hourly Rate Schedule	
Classification	Rate
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

City of Rock Island

Rock Island Police Department
Planning Study Update

February 2013

McClaren, Wilson & Lawrie, Inc.
in association with

Gere/Dismer Architects, LLC · KJWW Engineering Consultants

www.mwlarchitects.com



Executive Summary

City of Rock Island
Police Facility Needs Assessment Study Update

Commission

The consultant team of McClaren, Wilson & Lawrie in association with Gere Dismser Architects was commissioned to provide an update to a previous Facility Needs Assessment Study prepared for the City in 2011. A central goal of this study update is to validate and verify the cost of the proposed police facility project.

Process

A previous Study to determine the facility needs of the Police Department was completed in 2011. The previous study served as the point of beginning for the work of this study. A detailed assessment of space needs and consideration of several building and site alternatives was completed. The previous study recommended that a new, 49,000 square foot facility with on-site parking for 150 cars be constructed on a site in downtown Rock Island. The estimated project cost was identified as a range of \$16 to \$19 million. This estimate excluded land acquisition costs pending selection of a site. A design and construction schedule of 28 to 32 months was proposed.

In late 2012, the consultant team was retained to provide more extensive evaluation of remodeling and expansion of the existing facility. The direction was to validate and verify the space needs and compare the advantages and disadvantages of the existing facility remodel and expansion with an alternative for a new building.

A planning team including the City Manager, Assistant City Manager and Public Works Director, Community Economic Development Director and Police Chief was facilitated by the consultant team. Additional review and input was kindly provided by Moline Police Chief Kim Hankins. Chief Hankins has first hand experience with the City of Moline's recently constructed, new police facility.

McClaren, Wilson & Lawrie, Inc.
in association with

Gere/Dismser Architects, LLC · KJWW Engineering Consultants

www.mwlarchitects.com



Executive Summary

City of Rock Island
Police Facility Needs Assessment Study Update

Potential space needs reductions from the previous study have been identified. A series of new Planning Concept Alternatives were developed for review by the planning team. Two alternatives were considered thoroughly. One alternative relied on reuse of the existing police facility with an expansion. A second alternative was developed for a new building in close proximity to City Hall. Both alternatives proposed continued utilization of the parking structure currently in use by the Police Department. Cost estimates were prepared for each of the two Planning Concept Alternatives. A series of revisions, adjustments and improvements were discussed and incorporated in each Planning Concept Alternative and each cost estimate.

Findings

Building Area - The Police Department currently utilizes approximately 22,000 square feet of building area in the City Hall building where the department has been located since 1940. The updated space needs assessment identified a need for 44,500 square feet of building area to meet current and future operational needs.

Parking Needs - The Police Department has need of approximately 150 vehicles. This need is currently being met by the parking structure across the street from the police facility. It is understood that the parking structure is underutilized and has the capacity to meet additional parking needs for police employees and police fleet vehicles. It would be advantageous to have parking space for 10 to 15 fleet vehicles near the staff entry of the police facility to accommodate shift change and sally port access.

Impact of Regulatory Requirements - Two important Regulatory Requirements were identified by the consultant team and determined to be applicable to this police facility. One regulation is the "essential facility" requirement of the International Building Code. This regulation calls for upgraded performance of the building support columns, beams and foundations to resist

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www.mwllarchitects.com



Executive Summary

City of Rock Island
Police Facility Needs Assessment Study Update

natural forces of wind, snow and earthquake higher than other buildings. The second regulation National Fire Protection Association (NFPA) 1221 pertains to the communication center area of the building. This regulation includes a series of planning and technical requirements with the intent that the communications center be constructed to operate "before, during and after a natural or manmade disaster".

The existing police building cannot meet these two regulatory requirements without significant structural upgrades. Such upgrades were judged by the consultant team to be cost prohibitive and impractical. The two regulatory requirements will allow for select operational police functions such as Property and Evidence and Crime Lab to be placed in the existing building without structural upgrades. These two functions equate to approximately 10% of the total building area.

Planning Concept Alternatives Remodel and Expansion Alternative

- One significant disadvantage of the remodel and expansion is the fact that only property and evidence and the crime lab are permitted to be in the existing building by the regulatory requirements. These functions can only be accommodated on the second floor due to space limitations on the first floor. A second floor location is inefficient and undesirable for police operational efficiencies.
- A slight advantage of the remodel and addition is a 5% lower cost.
- Another disadvantage is the fact that the police department operations may need to be temporarily relocated to an off-site location during construction which would add cost for temporary facility accommodations.

McClaren, Wilson & Lawrie, Inc.
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www.mwlarchitects.com



Executive Summary

City of Rock Island
Police Facility Needs Assessment Study Update

New Building Alternative

- One advantage of this alternative is that operational efficiencies can be gained through an optimized configuration.
- Another advantage is that space can be made available in City Hall for other departments that need additional space.
- Another advantage is the fact that the police department operations will not need to be temporarily relocated to an off-site location during construction.
- A disadvantage is that this alternative is estimated to cost 5% more.

After thorough consideration of the two Planning Concept Alternatives by the planning team, it was unanimously agreed that the new building alternative had the most advantages and the best value for the City.

Cost Estimates

The basis of the cost estimate is a national database assembled by RS Means. The database includes police facilities across the US and makes adjustments to reflect the unique aspects of the Rock Island construction market.

The cost estimate is subdivided into cost categories of Building construction cost, Site construction cost, Total Construction Cost and Other Project Costs to come to a bottom line Total Project Cost. Land Acquisition Cost is carried as a separate line item pending final selection of the site area and negotiation of a purchase price. The project cost of the preferred Planning Concept is estimated at \$15.8 million. Total Project Cost including land acquisition is estimated to be \$17.5 million.

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Executive Summary

City of Rock Island
Police Facility Needs Assessment Study Update

Recommendations

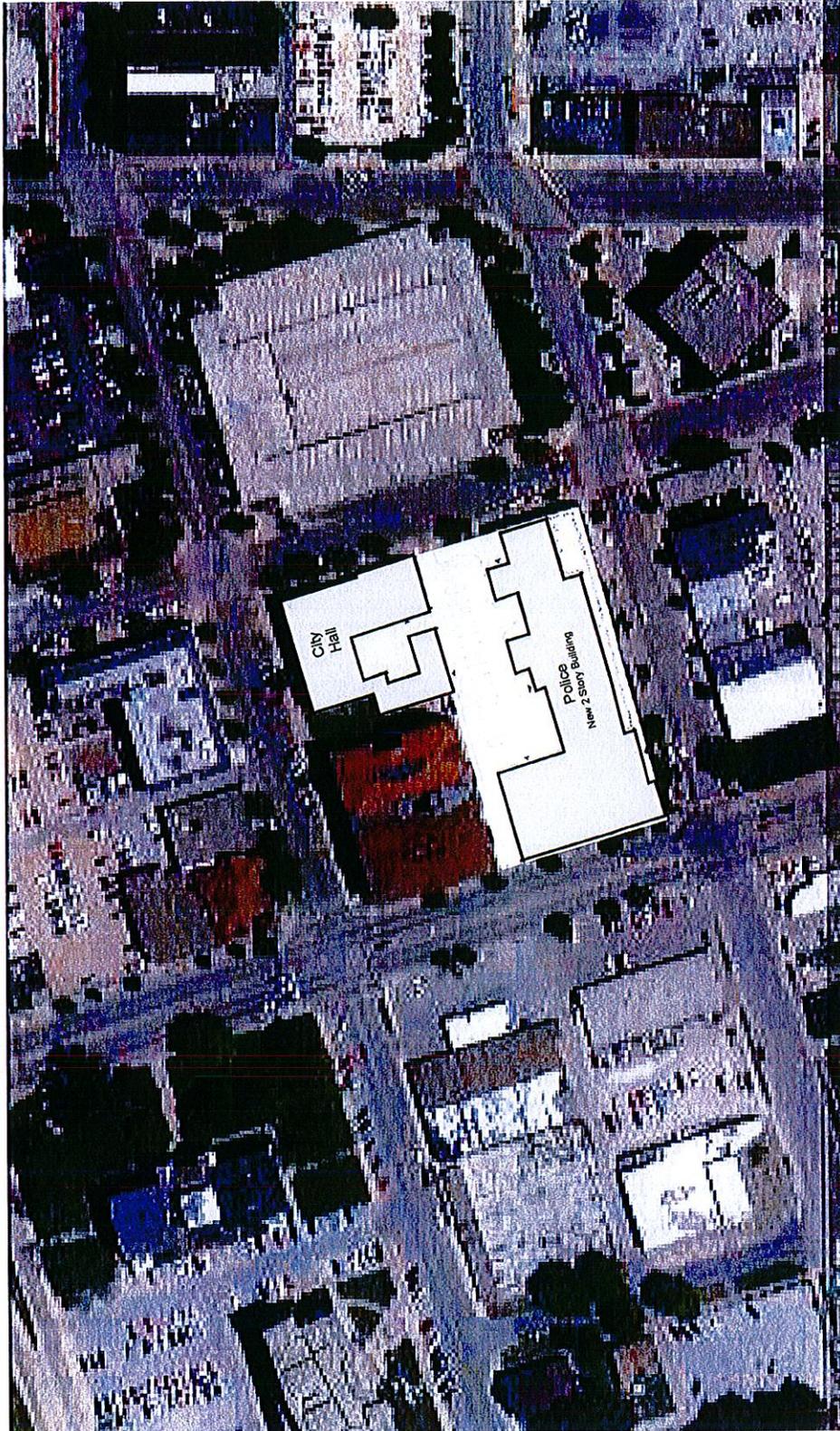
Two alternatives were thoroughly studied and evaluated. It is the finding of the City representatives and the consultant team that the new facility preferred concept has more advantages and fewer disadvantages than any other alternative. It is the consultant team's finding that the cost of the new facility concept is only 5 percent more compared to the other alternatives considered. It has been found that the proposed project cost excluding land acquisition, at \$15.8 million, is less than the \$16 to \$19 million range identified in the 2011 study.

Based on these findings, the consultant team recommends that the City pursue the new building concept to meet the facility needs of the Police Department.

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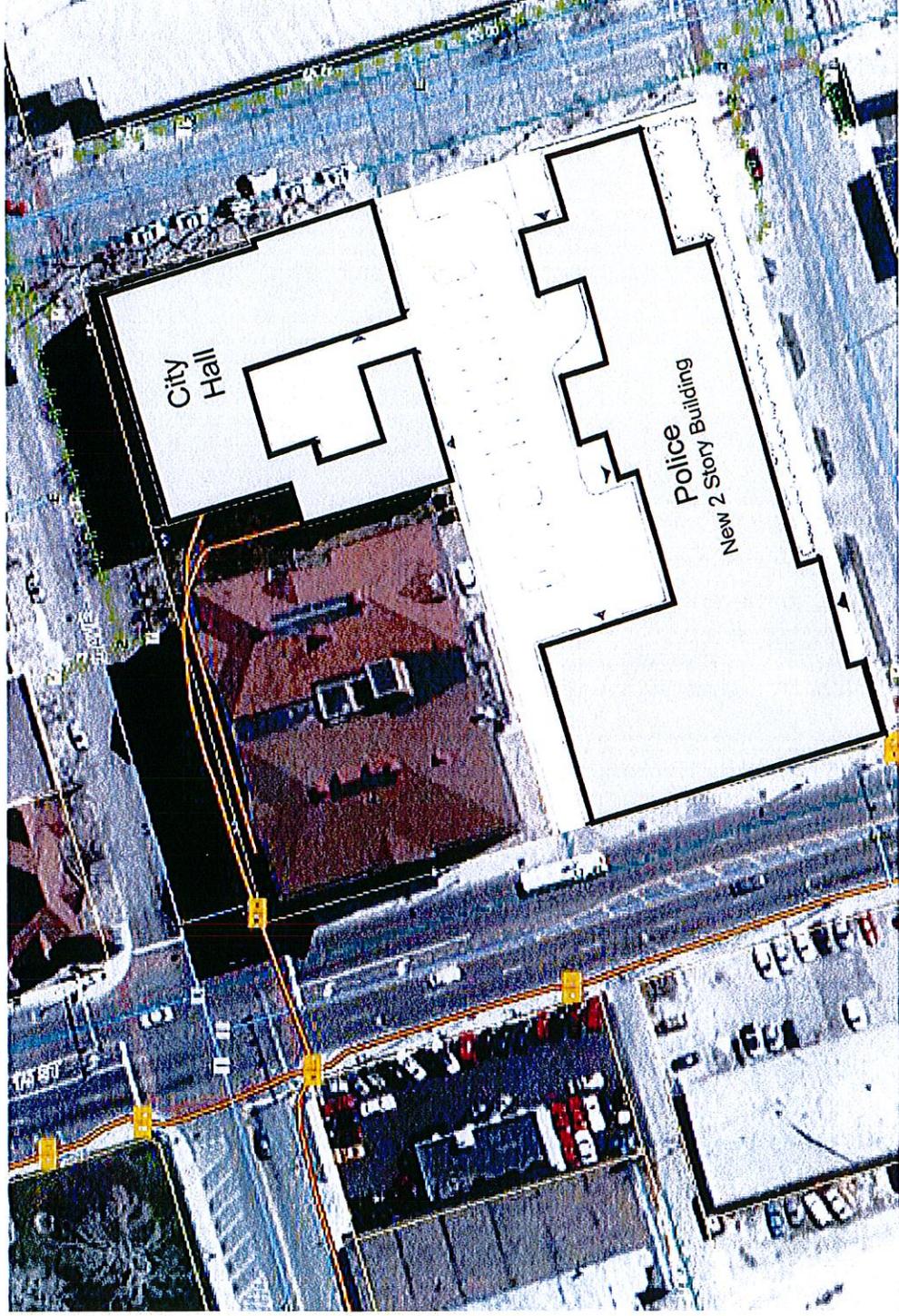
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Site Context- Preferred Concept
Police Department, City of Rock Island, Illinois

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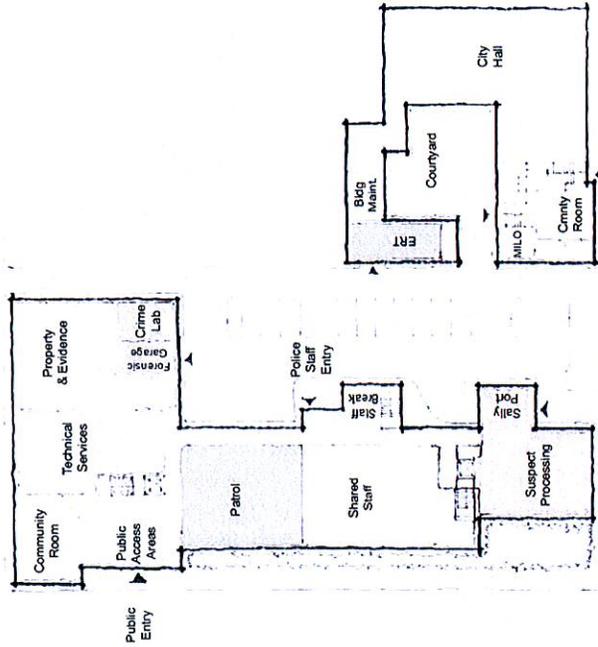
Plan - Preferred Concept

Department, City of Rock Island, Illinois

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First Floor

Functional Blocking Diagram

Preferred Concept

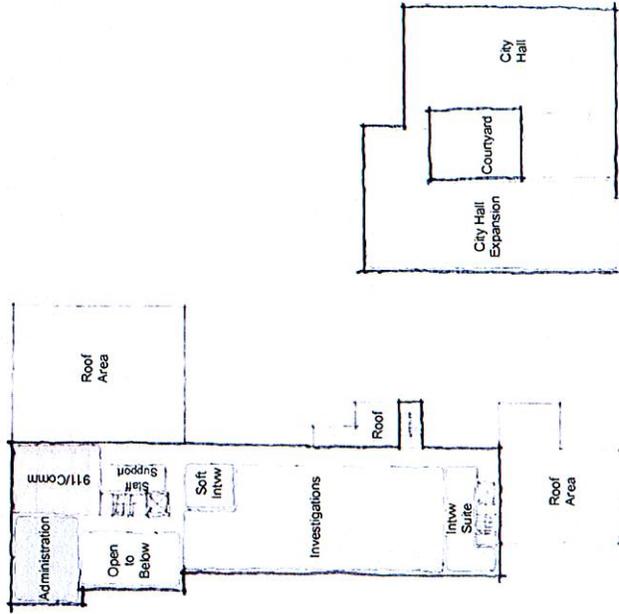
Police Department, City of Rock Island, Illinois



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Functional Blocking Diagram

Preferred Concept

Police Department, City of Rock Island, Illinois

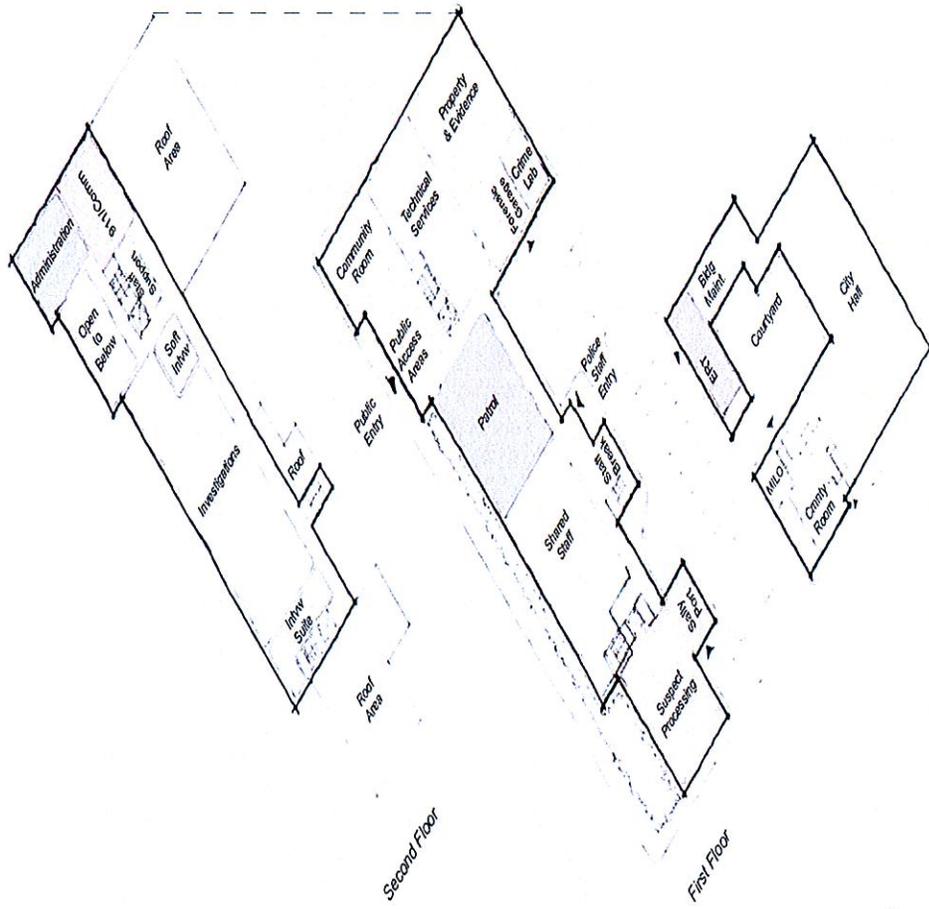
Second Floor



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Blocking / Stacking Diagram

Preferred Concept

Police Department, City of Rock Island, Illinois



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Rock Island Police Facility **Facility Planning Estimated Costs**

Preferred Concept - New construction separate building for Police with partial remodel of existing for specific police functions				
Part 1 - New construction separate building				
Building Level	New Construction SF Area	\$/sf	Cost in \$	Notes
Basement Level Space	0			no basement in new building
First Floor Space	25,000			
Second Floor Space	16,000			
Subtotals	41,000	266	10,906,000	\$/Sf cost source is RS Means
Part 2 - Partial remodel of existing building for ERT, Milo and Defense Tactics training				
	Remodel Construction SF Area	\$/sf	Cost in \$	Notes
Basement Level Space	0		0	no space used by PD Remodel 1st Floor Police area for Defense Tactics and Milo training (could be shared use with City Hall).
First Floor Space	4,500			Remodel garage area for ERT use.
Second Floor Space	0			no space used by PD
Subtotal Building Area	4,500	140	630,000	lower unit cost due to garage areas
Subtotals	45,500			

Rock Island Police Facility

Facility Planning Estimated Costs

Preferred Concept - New construction separate building for Police with partial remodel of existing for specific police functions

Preliminary Cost Summary

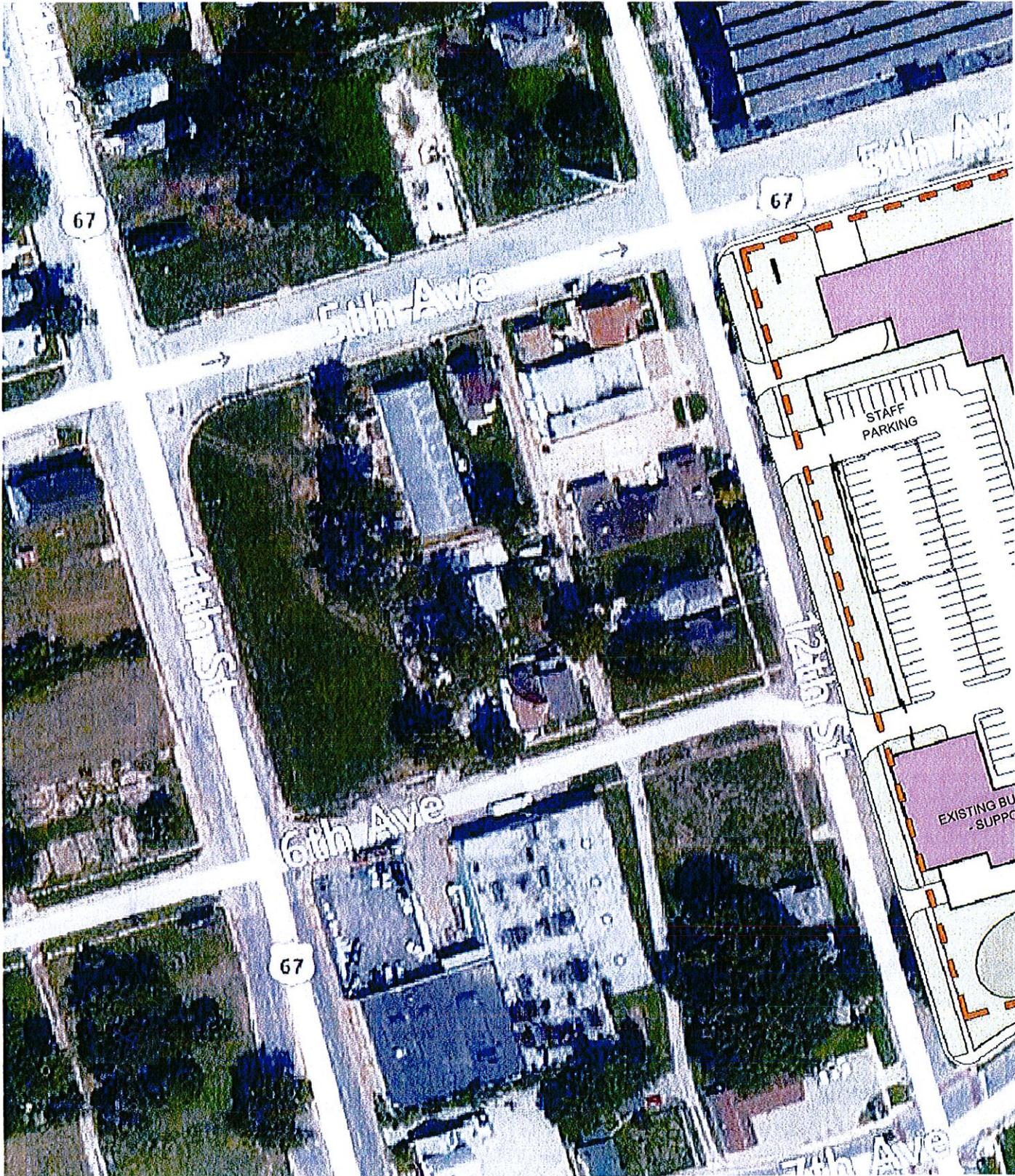
Building Construction Cost	11,536,000	Part 1 plus Part 2
Existing Building Demolition	95,000	
Site Construction Cost	461,440	4% of building construction cost
	12,092,440	Based on construction beginning mid 2014
Market Escalation to 2014	359,923	
Total of Construction Contracts	12,452,363	
Project Soft Costs		
Furniture 5%	599,872	Based on all new furniture (consider partial reuse of existing if appropriate)
Technology 2%	239,949	Cabling infrastructure for voice, data, video surveillance and access control networks
A/E Fees 8.5%	1,019,782	Partial remodel + partial new construction
Miscellaneous 1%	119,974	Building permits, moving cost, site survey, environmental assessment, etc.
Total "Soft Costs"	1,979,578	
Contingency 9%	1,079,770	
	15,511,710	Construction Costs + "Soft Costs" + Contingency
Construction Management	300,000	Construction Management, Quality Control, Submittal Review, Requests for Information, Change Orders and Construction Observation.
Subtotal Project Costs	15,811,710	According to County records, TR holdings = \$584,000; County land estimated as same land value as TR Holdings land => \$256,000; double to account for unwilling sellers.
Property Acquisition	1,680,000	
Project Costs	17,491,710	
Total Project	use 17,500,000	
Annual Debt Service	\$ 1,176,275 / year	

Milestones	2031 Staff	2031 Parking	Existing Area Totals	2031 Area Totals	Remarks
Sworn or Nonsworn	SW | NS	Public | Staff	Space Code		

PROGRAM SUMMARY

BASE BUILDING: Unit Program Subtotals	Staff		Parking		Existing	2031	Remarks
	SW	NS	Public	Staff				Area	Totals
1 PUBLIC ACCESS AREAS	0	0	30	0	246	3,271	
2 ADMINISTRATION (Command Suite, Prof. Standards)	3	1	0	4	1,251	1,266	
3 COMMUNICATIONS UNIT	0	13	0	7	866	1,738	
4 TECHNICAL SERVICES (includes Records/ Front Desk)	2	13	0	15	2,178	2,575	
5 PROPERTY & EVIDENCE CONTROL	0	1	1	1	5,748	3,528	
6 CRIMINAL INVESTIGATION DIVISION	27	0	0	27	2,869	5,323	
7 CRIME LAB	0	1	0	1	306	1,291	
8 PATROL DIVISION	54	0	0	22	708	4,655	
9 SUSPECT PROCESSING	0	0	1	0	973	3,094	
# SHARED STAFF SPACES	0	0	0	0	2,012	6,194	
# BUILDING SUPPORT SPACES	0	0	0	0	1,153	2,001	
Parking							
- Staff Vehicles				77			
- Parking Utilization Adjustment				-11			
- Fleet Vehicles				21			
- Specialty Vehicles				19			
- Public Vehicles			32				
- Staff, Fleet & Specialty Vehicles			32	106			
				138			
	86	29					
	115			Total Staff			
Unit Gross Subtotals (Net Area)					18,290	34,935	
Structural Design (net to gross factor .06 x net square feet)					0	2,096	
Mech/Elec Distribution (net to gross factor (.07 x net square feet)					0	2,445	
Multi-floor factor/ Two stairs, Two Elevators (800 square feet)					0	800	
Building Circulation & Exterior walls (net to gross factor (1.2 x net square feet)					3,731	4,132	
Gross Area Total					22,021	44,469	

Includes garage type space: Property Storage/Bikes (2,500sf), Sully Port (800sf), Vehicle Exam Garage (400sf)



Site Diagram

EXHIBIT D

Candidate Site A (5th Avenue & 13th Street)

Police Department, City of Rock Island, Illinois

Separate new building and parking for Police Department

Building Construction Costs

Building Element	New Construction SF Area	\$/sf	Cost in \$	Notes
Basement Level Space	0			no basement in new building
First Floor Space	27,829	266	7,402,514	
First Flr Space - Garage Area	1,740	175	304,500	Vehicle Sallyport 800sf, Evidence Processing 440sf, ERT Garage 600sf
Second Floor Space	14,900	266	3,963,400	
Building Construction Subtotal	44,469		11,670,414	\$/Sf cost source is RS Means

Site construction and parking costs

Site Element	Quantity of Parking Spaces	\$/space	Cost in \$	Notes
Staff parking spaces	75	3,500	262,500	cost per space includes parking spaces, drive lanes, curbs storm water drainage and lighting
Fleet parking spaces	40	3,500	140,000	"
Public Parking spaces	30	3,500	105,000	"
Other site construction costs			600,000	site grading, perimeter fence and gates, sidewalks and landscaping - site area 4.86 acres
Site Construction Subtotal			1,107,500	

Preliminary Cost Summary

Building Construction Cost	11,670,414		
Existing Building Demolition	50,000		remove undesirable building(s) currently on site
Site Construction Cost	<u>1,107,500</u>		
	12,827,914		
Market Escalation to 2014	<u>359,923</u>		Based on construction beginning mid 2014
Design Contingency 4.5%	<u>593,453</u>		Owner's reserve for unforeseen design phase costs
Total of Construction Contracts	13,781,290		
Project Soft Costs			
Furniture 3.75%	516,798		Based on all new furniture - consider partial reuse of existing furniture where appropriate
Technology 2.5%	344,532		Cabling infrastructure for voice, data, video surveillance and access control networks
A/E Fees 8.5%	1,171,410		
Miscellaneous .5%	68,906		Building permits, moving cost, site survey, environmental assessment, etc.
Total "Soft Costs"	2,101,647		
Construction Contingency 4.5%	<u>620,158</u>		Owner's reserve for unforeseen construction phase costs
	16,503,094		Construction Costs + "Soft Costs" + Contingency
Construction Management	300,000		Construction Management - Quality Control, Submittal Review, Requests for Information, Change Orders and Construction Observation.
Subtotal Project Costs	16,803,094		
Property Acquisition	700,000		Site A - 5th Ave. to 7th Ave. and 12th Street to 13th street (estimated cost)
Project Costs	17,503,094		
Total Project Budget	use		17,500,000

Additional cost items for consideration

Building Element	SF Area	\$/sf	Cost in \$	Notes
Existing Warehouse on site improvements	5,500	lump sum	200,000	Accommodates items not included in space needs - Property Storage Bikes 2,500sf, Seized and Impound Vehicles 3,000sf
Garage space for Vehicles - Patrol Division and Investigations Division	11,000	60	660,000	Garage space adjacent to police building - accommodates 20 - 30 vehicles in weather protected area
Subtotal			860,000	