

**ORDINANCE NO. 23-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PRELIMINARY AGREEMENT WITH SILLING ASSOCIATES, INC. FOR PRELIMINARY ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MUNICIPAL COURTHOUSE PROJECT, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement with Silling Associates, Inc. from Charleston, West Virginia, for preliminary architectural and engineering services for the Municipal Courthouse Project, City Job #989.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Agreement, in the amount of \$103,500.00 is available in Account No. 169-0716-54412.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the architect can begin providing services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** February 9, 2015

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 10, 2015

**SIGNED:** Dennis Hanwell  
Mayor

City of Medina, Ohio – Medina Municipal Courthouse  
City of Medina Project Number 989  
Preliminary Agreement for Architectural and Engineering Services

1

DRD. 23-15  
Exh. A

January 20, 2015

**Owner:**

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

**Architect:**

Silling Associates, Inc.  
405 Capitol Street, Upper Atrium  
Charleston, WV 25301

**Preliminary Agreement for Architectural and Engineering Services**

This contract is a Preliminary Agreement for Architectural and Engineering Services to encompass Programming and Master Planning as defined herein in order to arrive at a final design and construction project scope, construction project delivery method, and to determine the Owner's sustainability goals with potential project LEED certification for the following project. The American Institute of Architects (AIA) provides a family of coordinated agreements for the Owner and Architect and the Owner and Contractor with contract language suitable to varying construction delivery methods and sustainability. At the conclusion of the services rendered under this Preliminary Agreement, the Owner and Architect will enter into the appropriate AIA Owner/ Architect Agreement; it is anticipated that the project will include one of the agreements indicated in section 2.4 Design and Construction Contract Options.

**1.0 Background:**

The City of Medina Ohio is pursuing the development of a new Medina Municipal Court in response to an increase in caseload filings and the inadequate nature of the current facility located at 135 North Elmwood Avenue, Medina, Ohio. Additionally, the City is interested in developing the Municipal Court within the context of a Master Plan that will consider City owned property to provide a future parking structure for City Hall, the Municipal Court, and general parking within the City center. If space allows the City is interested in developing either stand-alone retail structures either associated with the parking structure, or incorporated retail space within the parking structure.

**1.1 Project Site(s):** The following sites will considered for project development.

- A. Municipal Court Additions to City Hall:** The anticipated project scope is between 25,000 and 30,000 gross square feet. The City is interested in developing one of the following addition options to City Hall, located at 132 North Elmwood Avenue (City lot numbers 140, 141 and 142):
1. An addition directly to the south of City Hall and to the west toward Elmwood Street in the area that is currently surface parking. The addition is anticipated to include two levels above grade and

T. P./

City of Medina, Ohio – Medina Municipal Courthouse  
City of Medina Project Number 989  
Preliminary Agreement for Architectural and Engineering Services

- one level below grade. Due to the potential footprint it is anticipated that the addition may partially extend into the area that is now the Masonic Building.
2. An addition directly to the south of City Hall adjacent to the Police Department in the area that is currently surface parking. The addition is anticipated to include two levels above grade and one level below grade. The City is also interested in exploring the potential of the addition extending over the Police Department to minimize the impact of the new footprint into the current surface parking area.
- B. Masonic Building Repurposing Renovations and/ or Additions:** The City has recently purchased the Masonic Building and related property located directly adjacent to the south of the City Hall at 120 North Elmwood Avenue. The City is interested in exploring the repurposing and the use of either all or part the Masonic Building, or considering other potential use. Should it be determined that demolition of the building is the most appropriate use of the property the Architect will explore the potential for salvaging elements of the building's façade, or other notable components, for reuse in the new court, the parking structure, the retail component, or some other form of memorialization.
- C. Parking Structure:** The City is interested in exploring the parking structure/ retail space located on the following:
1. The City surface parking lot located directly north of West Liberty Street and directly south of the Masonic Building. The parking structure/retail space may also include part, or all, of the Masonic Building site.
  2. The City surface parking and Moose Building located directly south of West Liberty Street and directly east of South Elmwood Avenue.
- D. Other Sites:** The Owner and Architect recognize that other site options may become necessary or apparent due to reasons not evident at the time of this agreement. Accordingly, this agreement for Architectural and Engineering design services is transferable to sites not indicated. Other locations may be considered (with the terms and scope of optional site consideration) subject to negotiation between Owner and Architect. Nothing in the pursuits or selection of alternative sites not indicated herein is cause for termination of this agreement. The Owner and Architect agree that the final site and construction scope are decisions which arise from reasonable deliberation and consensus developed as a result of the preliminary design process consisting of Programming and Master Planning.

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## 1.2 Preliminary Project Budget:

The City has established a preliminary project budget of between \$7 million and \$8 million. The project budget shall be confirmed or redefined at the conclusion of the Preliminary Agreement. The budget shall be inclusive of the following costs:

- Property Survey
- Geotechnical Subsurface Report
- Project Programming Design Fees
- Architectural Interiors and Engineering Design Fees
- Bid Phase Printing
- Advertisement for Bid
- Permitting
- Construction
- Architectural and Engineering Construction Administration Fees
- Third-Party Construction Phase Testing
- Commissioning
- Contingency

The budget does not include the following costs:

- Hazardous Material Report of the existing Masonic Lodge
- Phase 1 and Phase 2 Environmental Studies
- Demolition Design Bidding and Construction Services of the Masonic Lodge
- Demolition of the Masonic Lodge
- Furniture Fixtures and Equipment Design
- Furniture Fixtures and Equipment Purchase and Set up
- Legal Expenses
- Moving Expenses

## 2.0 Scope of Design Services:

The Scope of Design Services for this Preliminary Agreement for Architectural and Engineering Services includes the services defined under 2.1 Programming, 2.2 Master Planning, and 2.3 Preliminary Cost Estimate.

Upon the conclusion of the services rendered under this Preliminary Agreement, and upon entering into the AIA Owner/Architect Agreement, the Scope of Services will be as defined in Article 3 of the selected agreement. The Scope of Architect's Basic Services includes all necessary civil, structural, architectural,

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security, HVAC, fire protection, plumbing, electrical power, lighting, fire alarm and communications design to achieve permitting.

## 2.1 Programming:

A. **General:** The Programming Phase will involve the completion of a comprehensive project definition and will be compiled in a written *Statement of Programmatic Requirements* that will include but is not limited to the information indicated in section 2.1. Subject to the Owner's agreement, the following Programming Phase activities will be performed as a methodology for data collection.

### B. Existing Conditions Documentation:

1. **City Hall:** The Architect will utilize the existing 1977 drawings of the Medina City Hall as a background for development of the project. The Architect will review the as-built condition of the facility in relationship to the existing drawings at a summary level to address facility-wide issues impacted by an addition such as building occupancy, egress, and fire protection. Where the new Work will connect to the existing City Hall, the Architect will document the existing building components at a reasonable level of detail to make appropriate connections to existing wall systems, existing structure, existing MEP systems, etc. where such new systems will be impacted. The Architect will not use destructive analysis to determine hidden and unforeseen conditions and will rely on the information contained in the existing drawings. **Total estimated man hours: 80.**
2. **Masonic Building:** The Architect shall conduct an initial review of the existing building to determine the general suitability, either in its entirety as a repurposed court facility; or any part of the existing building that may be deemed salvageable and suitable for a significant court addition. The Architect shall observe in a general way without destructive analysis the current space configuration, building construction type, egress systems, the exterior envelope, architectural systems, structural system, HVAC system, fire protection systems, electrical and lighting systems, and data systems. Based on the initial review, the Architect will render an initial opinion of the building's usefulness and the potential repurpose project cost, or the Architect may suggest an alternative use. Should the Architect recommend potential repurposing additional study may be required as indicated in the following paragraph 2.1.B.3. **Total estimated man hours: 40.**
3. **Masonic Building Document Existing Conditions:** If requested by the Owner based on the recommendation of the Architect, the Architect will further document the building. The Design Team will field measure and draw the existing schematic level floor plans, schematic level building elevations, and schematic level building sections. The drawings will serve as a background to further determine the suitability and flexibility of the existing building to be renovated and repurposed, all or in part, as a new City of Medina Municipal Court. The

City of Medina, Ohio – Medina Municipal Courthouse  
City of Medina Project Number 989  
Preliminary Agreement for Architectural and Engineering Services

5

Architect will conduct further visual and non-destructive review of the existing architectural, conveying, structural, HVAC, plumbing, fire protection, electrical, lighting and data systems and prepare a written summary assessment of the suitability of the systems for use. The Architect will not use any destructive analysis to determine hidden and unforeseen conditions. The assessment does not include an inspection for hazardous materials. **Total estimated man hours: 200. \*Optional**

- C. **Council Kick-Off Meeting:** The Architect will conduct a public kick-off meeting with the City Council to allow City Council to express their project goals and objectives, and for the Architect to convey the project approach and discuss the benefits of LEED certification and sustainability. **Total estimated man hours: 20.**
- D. **Design Committee Workshop:** It is anticipated that the Architect will meet with the Owner's Project Design Committee to review the programming process and establish the overall project criteria. The meeting will include a discussion of building-wide system requirements and preferences that will guide the final design and construction. It is anticipated that the following exercise will be accomplished in a single day-long event. Meeting minutes will be distributed to all parties to document the discussion and decisions made. The final information will be incorporated in the Statement of Programmatic General Project Requirements. **Total estimated man hours: 40.**
1. **General Programming Overview:**
    - Programming process and procedures
    - Stakeholder identification
    - Project site development options
    - Project budget funding and schedule
    - Project construction general conditions
    - Project delivery method options/pros and cons
    - LEED or sustainability requirements and or opportunities
  2. **Building Macro Level Programming and Goals:**
    - Site parking requirements including staff, public, and law enforcement including wet, pre-action and dry
    - Building enclosed secure vehicle sallyport requirements and/or preferences
    - Exterior expression and building envelope requirements and/or preferences
    - Roofing system requirements and/or preferences
    - Exterior window and glazing requirements and/or preferences
    - Interior space standards including private office, semi-private office, and open staff office preferences.

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- Building wide shared space strategies including conference rooms break rooms, and staff toilets.
- Interior finishes, building maintenance performance requirements and/or preferences
  - Building entry and security screening area
  - Public waiting areas and attorney conference rooms
  - Public toilets
  - Jury assembly room
  - Courtrooms
  - Data and audio visual rooms
  - Jury rooms
  - Staff corridors
  - Staff toilets
  - Staff offices
  - Records rooms
  - Mechanical, electrical rooms
  - Detainee central holding
  - Detainee holding cells
- Millwork requirements and/or preferences
- Doors and door hardware performance requirements and/or preferences
- Signage requirements and/or preferences
- Elevator manufacturer requirements and/or preferences
- Security electronics performance requirements and/or preferences including access control and CCTV
- Physical security including holding cell construction doors/toilets/security grade locks requirements and/or preferences
- HVAC performance requirements/system sophistication and preferences
- Lighting and power performance requirements and/or preferences including emergency or stand-by-electrical power.
- Plumbing systems performance requirements and/or preferences
- Fire protection including wet, pre-action, and dry system performance requirements and/or preferences

**E. Departmental Interviews:**

It is anticipated that the design team would meet with the following officials and related staff to establish an understanding of operations, and to determine and document the area and functional requirements of each of the primary programmatic elements. The final information will be incorporated in the *Statement of Programmatic Detailed Project Requirements*. It is anticipated that the initial interview duration will be between one and two-and-a-half hours. Total estimated man hours: 30.

1. Municipal Court Judge, Magistrates, and related staff:
  - Public waiting areas
  - Attorney conference rooms
  - Juried courtroom(s)
  - Non-juried courtroom
  - Magistrate hearing room(s)
  - Jury assembly room and related support areas
  - Jury deliberation room(s) and related support areas

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City of Medina, Ohio – Medina Municipal Courthouse  
City of Medina Project Number 989  
Preliminary Agreement for Architectural and Engineering Services

7

- Municipal Court Judge office suite including all related staff offices and support areas.
  - Court Administrator office.
  - 2. Clerk of the Court and related staff:
    - Public service counter and public waiting area
    - Deputy clerk staff office and related support areas
    - Clerk of the Court office
    - Active and archive record storage.
  - 3. Probation and related staff:
    - Probation office suite
  - 4. Prosecuting Attorney and related staff:
    - Prosecuting Attorney office suite
  - 5. Bailiff
    - Bailiff office suite
    - Public screening
    - Secure vehicle sallyport
    - Detainee holding
  - 6. IT Department
    - Data room requirements
  - 7. Public Defender and related staff
    - Public Defender office suite
- F. **Observation "shadowing":**  
It is anticipated that the design team will observe the operations of the Municipal Court Judge, Magistrates, Clerk of the Court, Chief Probation Officer, and Bailiffs at various times and under varying conditions to establish an operational familiarity with the Medina Municipal Court. Observation is intended to include normal day-to-day operations of all programmatic components and specific court functions including but not limited to security screening, building security surveillance, detainee management, clerk filings, jury assembly and selection, arraignments, hearings, and trials. **Total estimated man hours: 40.**
- G. **Detailed Project Requirements:** Detailed space requirements will be documented as follows in the *Statement of Programmatic Detailed Project Requirements* according to the interviews and observations indicated above. **Total estimated man hours: 100.**
- Space and department identification
  - Function(s), user(s), and hours of operation
  - Direct and proximity adjacency requirements
  - Optimum space length, width and height
  - Furniture and equipment requirements
  - Document and catalogue existing furniture furnishings and equipment
  - Finish requirements

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- Casework and millwork requirements
- Acoustical requirements
- Signage requirements
- Physical and electronic security requirements
- Conveyance requirements
- HVAC requirements
- Plumbing and fire protection requirements
- Data and telecommunications requirements
- Power and lighting requirements

**H. Detailed Courtroom Requirements:**

In addition to the detail indicated in the paragraph above, programming for each courtroom will include the items indicated below. Preliminary courtroom drawings will be developed based upon the requirements to review courtroom functionality. Once approved, it is recommended that the courtroom mock-up(s) be developed as indicated in item "I". Total estimated man hours: 60.

- Judge's bench orientation and height requirements and preferences
- Stations of the court requirements including witness, clerk, reporter, etc.
- Litigation well configuration requirements and preferences
- Jury size where applicable
- Evidence presentation and remote testimony technology requirements
- Digital court reporting technology requirements
- Assisted listening technology

- I. Courtroom Mock-ups:** According to the programming information developed in item H, a to-scale, site-line model of the typical juried courtroom is recommended as a component of programming to validate the design concepts desired by the Owner and conveyed by the Architect in preliminary courtroom drawings. The mock-up is typically constructed of economical rough framing lumber plywood, cardboard or other inexpensive materials to explore the heights and relationship of the judge's bench, witness stand, clerk, reporter, jury box, and counsel tables. It is typically constructed by the Owner prior to the actual building design with coordination by the Architect. If requested by the City, the Architect will provide detailed sketches of the mock-up to the Owner. Total estimated man hours 30. \*Optional

**J. Site Visits:**

It is anticipated that a minimum of two case study visits to existing courthouses within reasonable proximity to Medina will be accomplished during the programming phase. **Total estimated man hours: 20. \*Optional**

**K. Programming Review, Prioritization, and Modification:** The 95% complete *Statement of Programmatic Requirements* programming document will be presented to the Owner's Project Design Committee in a review session. The final document will be edited upon the comments provided by the Committee. **Total estimated man hours 10 hours.**

**2.2 Master Planning:** The Architect will compile the information from the *Statement of Programmatic Requirements* and data will be developed into a final Master Plan that reflects the location and scope of new building construction, public parking structure with future retail space, staff and law enforcement parking.

**A. Master Plan:** The Architect will develop a preliminary Master Plan of each option indicated that shall show City Hall, the Municipal Court options indicated below and as expressed in a Court Stacking Model, proposed future parking structure(s), surface parking, with access and circulation analysis, and a project budget. In the development of the Master Plan, the Architect shall acknowledge and implement the goals and strategies as outlined in the City's 2014 Strategic Redevelopment Plan for Downtown Medina. **Total estimated man hours: 230 hours.**

The following options are anticipated:

1. Direct Addition(s) to City Hall - a minimum of three studies is anticipated including an addition to building at the west edge of the property, an addition to building at the east of edge of the property, and an addition above the Police Department section of the City Hall.
2. Masonic Building - a minimum of two studies is anticipated.
3. Each building option is anticipated to include a minimum of two parking facility options that include retail space incorporated. Each Master Plan option shall show the proposed structures.

**B. Court Stacking Models:** Each model will be developed to scale and overlaid on the three-dimensional site Master Plan to inform and assist in the determination of the appropriate site development choice for the City. Each model will illustrate the information indicated as follows:

1. The relationship of each department to the whole, and the operation of the primary interior circulation paths and related court zoning.
  2. The primary circulation system link to the existing building circulation system.
  3. The primary circulation system link to vehicular and pedestrian site circulation systems including, public, staff and law enforcement vehicle access.
  4. The building relationship to the existing City Hall, the property lines, and related buildings.
  5. The location of existing or proposed site utilities.
  6. A brief written narrative indicating potential construction phasing concepts and defining the positive and negative aspects of each option.
  7. Preliminary cost models.
- C. **Site Survey:** The Master Plan will be developed based on a third-party comprehensive to – scale electronic format (CAD) site survey that indicates the following:
1. Existing exterior face of existing properties
  2. Building spot elevations at all building entrances.
  3. Above ground and below ground site utilities including inverts and rim spot elevations of manholes and storm drains.
  4. Parking lots, vehicle drive aisles, sidewalks and curbs
  5. Topography at 2' foot intervals

### 2.3 Opinion of Estimated Probable Project Cost

The Architect will develop project cost inclusive of the items identified in the Preliminary Project Budget section 1.2 of this agreement. The Architect will prepare a summary level Opinion of Probable Estimated Project Cost utilizing reasonable anticipated cost-per-square-foot and other general costs that are consistent with the level of information and concepts that can be reasonably assumed as a result of Programming and Test Fit Studies. Should the City of Medina select a Construction Manager (CM) during the Architects performance of service during the Preliminary Agreement for Architectural and Engineering Services, and the CM's scope of preconstruction services include Programming Phase cost estimating, then the Architect will collaborate with the CM in the development of the project estimate.

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## 2.4 Design and Construction Contract Options

At the conclusion of the services rendered under this Preliminary Agreement, the Owner and Architect will enter into the appropriate American Institute of Architects Owner/ Architect Agreement; it is anticipated that the project will include one of the agreements indicated in this section.

### **Single Prime Construction Contract held by a General Contractor and competitively bid (Traditional Design/Bid and Build).**

Contractor Agreement: A101–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. The AIA Document A101™–2007 is a standard form of agreement between owner and contractor for use where the basis of payment is a stipulated sum (fixed price). The A101 adopts by reference, and is designed for use with, AIA Document A201™–2007, General Conditions of the Contract for Construction. Note when the project is intended to be LEED certified the SP version of the document is utilized.

Architect Agreement: B101–2007, Standard Form of Agreement Between Owner and Architect AIA Document B101™–2007 is a one-part standard form of agreement between owner and architect for building design and construction contract administration. . Note when the project is intended to be LEED certified the SP version of the document is utilized.

### **Construction Manager at Risk with a GMP**

Contractor Agreement: A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. AIA Document A133™–2009 is intended for use on projects where a construction manager, in addition to serving as adviser to the owner, assumes financial responsibility for construction of the project. The construction manager provides the owner with a guaranteed maximum price proposal, which the owner may accept, reject, or negotiate. Upon the owner's acceptance of the proposal by execution of an amendment, the construction manager becomes contractually bound to provide labor and materials for the project and to complete construction at or below the guaranteed maximum price. The document divides the construction manager's services into two phases: the preconstruction phase and the construction phase, portions of which may proceed concurrently in order to fast track the process. AIA Document A133–2009 is coordinated for use with AIA Documents A201-2007, General Conditions of the Contract for Construction. Note when the project is intended to be LEED certified the SP version of the document is utilized.

Architect Agreement – non LEED Certified: B133–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition AIA Document B133™–2014 is a

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standard form of agreement between Owner and Architect intended for use on projects where an Owner employs a Construction Manager to act as an adviser during the preconstruction phase. At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager prepares a Guaranteed Maximum Price proposal or Control Estimate, as applicable, for the Owner's review and acceptance. Thereafter, the Construction Manager constructs the Project on a Cost of the Work plus a Fee basis, either with or without a Guaranteed Maximum Price, and the Architect provides Contract administration services during the construction phase.

Architect Agreement - LEED Certified: B103™-2007 SP, Standard Form of Agreement Between Owner and Architect for a Large or Complex Sustainable Project AIA Document B103™-2007 SP is a standard form of agreement between Owner and Architect intended for use on large or complex sustainable projects.

### **3.0 Anticipated Architect's Basic Scope of Design Services**

**Design: Schematic Design, Design Development, Construction Documents:** The Scope of Architect's Basic Services includes all necessary civil, structural, architectural, security, HVAC, fire protection, plumbing, electrical power, lighting, fire alarm and communications design to achieve permitting. The Schematic Design, Design Development, and Construction Documents design scope shall be as defined by Article 3 of the applicable version of the American Institute of Architects AIA Owner/Architect Agreement.

**Bidding and Construction Administration Service:** The Scope of Architect's Basic Services For Bidding and Construction Administration shall be as defined by Article 3 of the applicable version of the American Institute of Architects AIA Owner/Architect Agreement.

### **4.0 Additional Services**

**Furniture Furnishings and Equipment Services:** The Scope of the Architects Basic Services for Furniture furnishings and Equipment shall be as defined by AIA Document™ B253-2007 Standard Form of Agreement Between Owner and Architect for Furniture, Furnishings and Equipment Design Services.

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## 5.0 Compensation

### 5.1 Preliminary Agreement for Architectural and Engineering Services

- Item 2.1.B.1 – Documenting existing conditions of: Estimated 80 Hours
- Item 2.1.B.2 – Review conditions of Municipal Building: Estimated 40 hours
- Item 2.1.B.3 – Documenting conditions Municipal Building: Estimated 200 hours\* Optional
- Item 2.1.C – Council Kick-Off Meeting: Estimated 20 Hours
- Item 2.1.D – Programming Design Committee Workshop: Estimated 40 Hours
- Item 2.1.E – Departmental Interviews: Estimated 30 Hours
- Item 2.1.F – Shadowing : Estimated 40 Hours
- Item 2.1.G – Detailed Project Requirements: Estimated 100 Hours
- Item 2.1.H – Detailed Courtroom Project Requirements: Estimated 60 Hours
- Item 2.1.I – Courtroom Mock-Ups: Estimated 30 Hours \* Optional
- Item 2.1.J – Site Visits: Estimated 20 Hours\* Optional
- Item 2.1.K – Programming Review, Prioritization, and Modification: Estimated 10 Hours
- Item 2.2 – Master Planning: Estimated 230 Hours

5.1.1. Required Programming and Master Planning: Estimated @ 650 hours and \$100,000.

5.1.2 Optional Programming and Master Planning: Estimated @ 250 hours: \$35,000.

5.1.3 Reimbursable Expenses: Printing of the Final Document deliverables: Estimated at \$3,500.

### 5.2 Architect's Basic Scope of Design Services

- **Schematic Design, Design Development, Construction Documents, and Bidding:** The scope of services shall be as defined in the AIA American Institute of Architects Owner Architect Agreement, Article 3 - Architect's Basic Scope of Design Services: The fee shall be 6.4 % of the value of the construction at the completion of the 65% design complete documents as estimated by the Architect's third-party cost estimator, and inclusive of reasonable design and bid contingencies; or as calculated by the Construction Manager at Risk's 65% project estimate, and inclusive of reasonable design and bid contingencies.
- **Construction Administration:** The scope of services shall be as defined in the AIA American Institute of Architects Owner Architect Agreement, Article 3 - Architect's Basic Scope of Design Services: The fee for full CA services as defined in Article 3, shall be 1.6 % of the value of the construction at the completion of the 65% design complete documents as estimated by the Architect's third-party cost estimator, and inclusive of reasonable design and bid

contingencies; or as calculated by the Construction Manager at Risk's 65% project estimate, and inclusive of reasonable design and bid contingencies. For partial CA services the scope of work will be performed on an hourly basis according to the hourly rates including in this agreement.

- **LEED Certification or Sustainability:** The Owner shall determine if LEED certification will be required during the programming phase. Typically LEED certification can require an additional estimated 300 man hours for design consideration and Certification documentation. Additionally, LEED Certification will require Commissioning.
- **179D Federal Tax Deductions:** The Owner agrees to cede any Section 179D Federal Energy Tax Deductions to the Architect per the requirements of the code for energy efficient design.

**5.3 Additional Services:**

- **Furniture Furnishings and Equipment:** 10% of the final cost of the furniture furnishings and Equipment contract.

**5.4 The Architects Services do not include the following:**

- Site Survey(s)
- Geotechnical Subsurface Investigation
- Hazardous Material Reports
- Environmental Studies

**6.0 Insurance:** The Architect's insurance shall be as follows:

- General Liability: \$1 million
- Automobile Liability: \$1 million
- Professional Liability: \$1 million each claim \$2 million aggregate.

**7.0 Exhibits:** The following exhibits are included in this agreement:

A. Exhibit A Standard Hourly Rates

Owner's Signature:



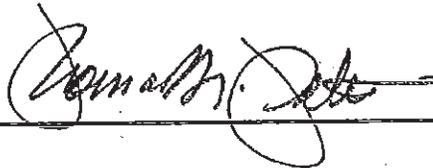
Feb. 11, 2015

Owner's Printed Name and Title:

Dennis Hanwell - Mayor

Date:

Architect's Signature:



Architect's Printed Name and Title:

THOMAS A. POTTS, PRESIDENT

Date: 2.9.2015

Exhibit A

Standard Hourly Rates for Architect & Consultants

Architectural

Principal .....	\$170/HR
Project Architect.....	\$150/HR
Designer.....	\$120/HR
CAJ Technician .....	\$ 90/HR
Administrative .....	\$ 90/HR

Structural Engineering

Principal Engineer.....	\$190/HR
Associate.....	\$170/HR
Senior Project Engineer .....	\$170/HR
Project Engineer 2.....	\$150/HR
Project Engineer 1.....	\$130/HR
Design Engineer.....	\$110/HR
Modeler.....	\$110/HR
Intern.....	\$ 70/HR
Clerical.....	\$ 80/HR

Mechanical, Electrical, Plumbing, & Telecommunication Engineering

Principal II .....	\$160/HR
Principal I.....	\$150/HR
Sr. Associate.....	\$140/HR
Associate.....	\$135/HR
Telecomm Engineer.....	\$135/HR
Telecomm Designer III.....	\$130/HR
Telecomm Designer II.....	\$125/HR
Telecomm Designer I .....	\$115/HR
Engineer III.....	\$130/HR
Engineer II.....	\$120/HR
Engineer I.....	\$110/HR

Engineer Trainee.....	\$ 70/HR
Designer III.....	\$110/HR
Designer II.....	\$105/HR
Designer I.....	\$100/HR
Clerical Manager.....	\$ 85/HR
Production Tech V.....	\$105/HR
Production Tech IV.....	\$100/HR
Production Tech III.....	\$ 95/HR
Production Tech II.....	\$ 85/HR
Production Tech I.....	\$ 75/HR
Office Support II.....	\$ 65/HR
Office Support I.....	\$ 60/HR

Civil Engineering, Landscape Architecture, Planning, Survey, Environmental Services,  
Construction Management

Principal.....	\$150 - \$237/HR
Director.....	\$150 - \$237/HR
Senior Group Leader.....	\$125 - \$155/HR
Senior Project Manager.....	\$125 - \$155/HR
Senior Environmental Scientist.....	\$125 - \$155/HR
Senior Project Engineer.....	\$125 - \$155/HR
Senior Landscape Architect.....	\$125 - \$155/HR
Project Manager.....	\$125 - \$155/HR
Construction Manager.....	\$125 - \$155/HR
Funding Administrator.....	\$125 - \$155/HR
Project Engineer.....	\$ 83 - \$114/HR
Project Environmental Technician.....	\$ 83 - \$114/HR
Project Surveyor.....	\$ 83 - \$114/HR
Senior Designer.....	\$ 83 - \$114/HR
Landscape Architect.....	\$ 67 - \$ 98/HR
Operations Superintendent.....	\$ 67 - \$ 98/HR
Resident Representative.....	\$ 67 - \$ 98/HR
Construction Inspector.....	\$ 67 - \$ 98/HR
Senior Survey Crew Chief.....	\$ 67 - \$ 98/HR
Land Planner.....	\$ 57 - \$ 93/HR
CADD Designer.....	\$ 57 - \$ 93/HR
Project Technician.....	\$ 57 - \$ 93/HR

Survey Crew Chief.....\$ 57 - \$ 93/HR  
Administrative Assistant.....\$ 60 - \$ 70/HR  
Survey Crew.....\$145 - \$160/HR

T.P.