



## CITY COUNCIL SPECIAL MEETING AND BUDGET WORKSHOP

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, June 29, 2021 at 8:30 AM

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All materials presented at public meetings become property of the City of Meridian. Anyone desiring accommodation for disabilities should contact the City Clerk's Office at 208-888-4433 at least 48 hours prior to the public meeting.

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### Agenda

#### ROLL CALL ATTENDANCE

Jessica Perreault                       Joe Borton                       Brad Hoaglund  
 Treg Bernt                                       Liz Strader                       Luke Cavener  
 Mayor Robert E. Simison

#### ADOPTION OF AGENDA

#### CONSENT AGENDA [Action Item]

1. [Delano Subdivision No. 1 Emergency Access Easement](#)
2. [Edington Place Pedestrian Pathway Easement](#)
3. [New Commercial Building for Eckhardt Companies, Inc. Water Main Easement No. 1](#)
4. [Shelburne East No. 3 Pedestrian Pathway Easement No. 1](#)
5. [Shelburne South No. 1 Pedestrian Pathway Easement No. 1](#)
6. [Shelburne South No. 2 Pedestrian Pathway Easement No. 1](#)
7. [Final Order for Midgrove Plaza \(FP-2021-0033\) by Rodney Evans + Partners, PLLC, Located at 1450 E. Franklin Rd.](#)
8. [Revised Findings of Fact, Conclusions of Law for Gramercy Commons \(H-2021-0022\) by Intermountain Pacific, LLC, Located at 1873, 1925, and 2069 S. Wells Ave.](#)
9. [City of Meridian Financial Report - May 2021](#)

#### ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

#### DEPARTMENT / COMMISSION REPORTS [Action Item]

10. [Fire Department: Fiscal Year 2021 Budget Amendment in the Amount of \\$10,000.00 for Public Education](#)
11. [Police Department: Fiscal Year 2021 Budget Amendment in the Amount of \\$27,405.00 for Traffic Team Motorcycle Replacement](#)

12. [Parks and Recreation Department: Fiscal Year 2021 Budget Amendment in the Amount of \\$13,360.00 for Homecourt Staffing](#)
13. [Mayor's Office: Fiscal Year 2021 Budget Amendment in the Amount of \\$7000.00 for the Treasure Valley Youth Safety Summit](#)
14. City of Meridian Fiscal Year 2022 Budget Presentation and Discussion

#### **ACTION ITEMS**

15. [AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the Northwest Fire Station in the Not-To-Exceed Amount of \\$405,925.00](#)
16. [AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the Northwest Police Substation/Precinct in the Not-To-Exceed Amount of \\$423,975.00](#)
17. [AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the South Fire Station in the Not-To-Exceed Amount of \\$528,971.00](#)
18. [AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the South Police Substation/Precinct in the Not-To-Exceed Amount of \\$505,076.00](#)

#### **EXECUTIVE SESSION**

19. Per Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.
20. Per Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

#### **ADJOURNMENT**



# AGENDA ITEM

**ITEM TOPIC:** Delano Subdivision No. 1 Emergency Access Easement

**EMERGENCY ACCESS EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Challenger Development Inc., hereinafter referred to as “Grantor” and the **City of Meridian**, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

**WITNESSETH:**

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian is requiring an access area for emergency vehicles as a condition of development approval; and

WHEREAS, Grantor desires to grant an easement for ingress and egress across those certain parts of Grantor’s property defined herein to allow for emergency vehicle access; and

WHEREAS, Grantor shall construct certain improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a non-exclusive easement and right-of-way on, over, across and through Grantor’s property with the free right of access to such property at any and all times and for the purpose of allowing egress and ingress to and from the property for emergency vehicle access. Pursuant to the International Fire Code, this access road shall be constructed of an improved surface capable of supporting 80,000 GVW;

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever;

THE GRANTOR, hereby covenants and agrees that no structures shall be constructed, erected, or placed upon the surface of the easement area that would materially impair the normal operation or use of the easement area for emergency vehicular purposes. No parking of vehicles within the easement area shall be permitted. THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the access roadway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street, then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR Challenger Development Inc.

Corey Barton, President  
*JLombard*  
*5-7-21*

STATE OF IDAHO )  
                                  ) ss  
County of Ada            )

This record was acknowledged before me on June 14, 2021 (date) by Corey Barton, on behalf of Challenger Development, Inc. in the following representative capacity: President (type of authority such as officer or trustee)



Adair Koltes  
Notary Signature  
My Commission Expires: 6-05-22





# Sawtooth Land Surveying, LLC

2030 S. Washington Ave. Emmett, ID 83617 P: (208) 398-8104 F: (208) 398-8105	1044 Northwest Blvd., Ste. G Coeur d'Alene, ID 83814 P: (208) 714-4544 F: (208) 292-4453	141 1 <sup>st</sup> Avenue East Jerome, ID 83338 P: (208) 329-5303 F: (208) 324-3821
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## Exhibit A Emergency Fire Access Legal Description

**BASIS OF BEARING** for this description is North 00°01'00" West, from a brass cap marking the southeast corner of Section 32 and the brass cap marking the E1/4 Corner of Section 32, both in T. 4 N., R. 1 E., B.M., Ada County, Idaho.

An easement being located in the N1/2 of the SE1/4 of Section 32, T. 4 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the E1/4 Corner of said Section 32;

Thence South 89°39'12" West, coincident with the north line of said SE1/4 of Section 32, a distance of 1271.70 feet to the **POINT OF BEGINNING**;

Thence South 00°18'00" East, 100.39 feet;

Thence South 89°42'00" West, 20.00 feet;

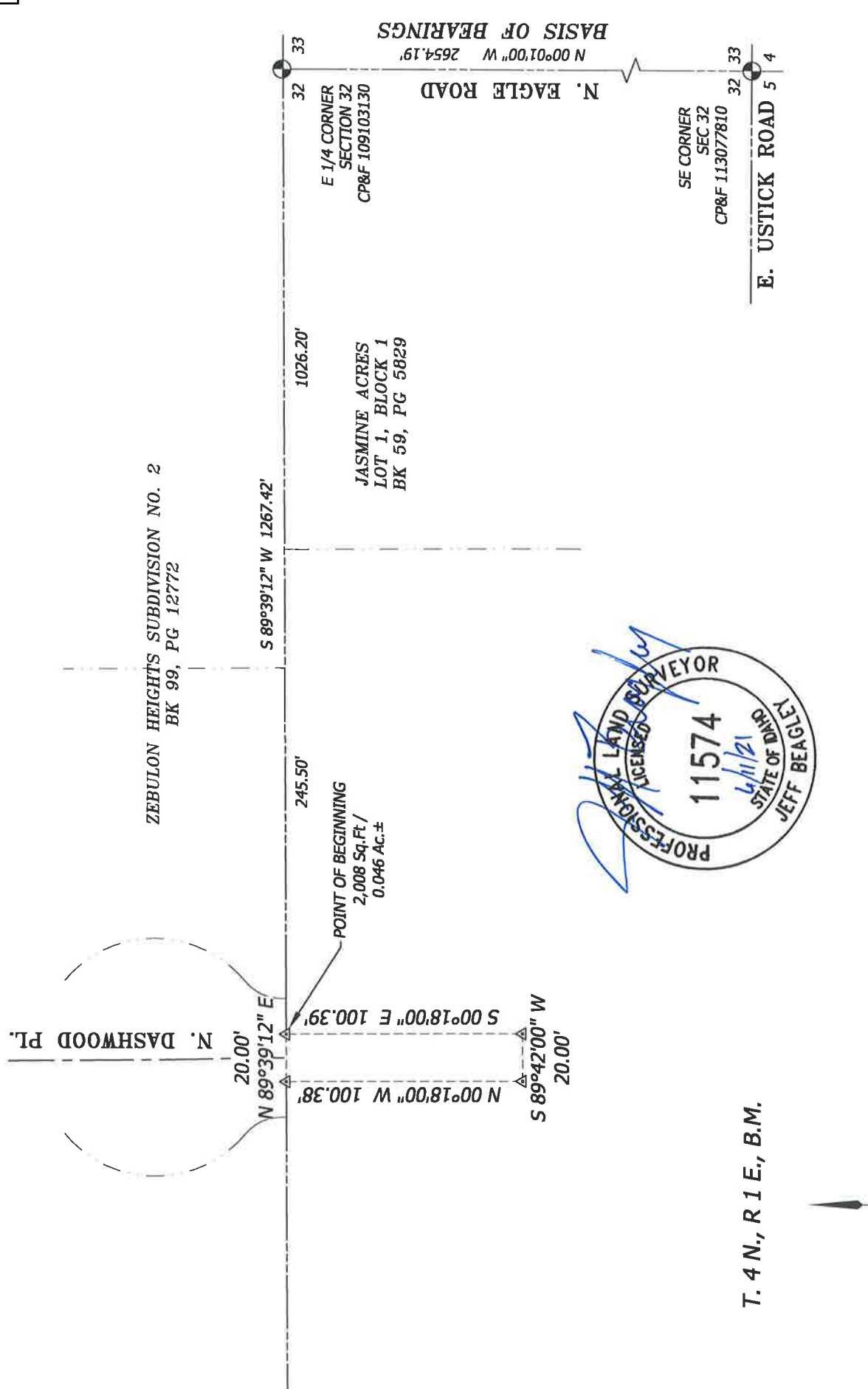
Thence North 00°18'00" West, 100.38 feet to said north line;

Thence North 89°39'12" East, coincident with said north line, 20.00 feet to the **POINT OF BEGINNING**.

Said easement contains 2,008 square feet and/or 0.046 acres, more or less.



Item #1.



T. 4 N., R 1 E., B.M.



NTS

PROJECT: DELANO SUBDIVISION NO. 1 EMERGENCY FIRE ACCESS EXHIBIT MERIDIAN, IDAHO	OWNER/DEVELOPER: CONGER GROUP	DWG # 18094-EX PROJECT # 18094 SHEET 1 OF 1
	DATE: 6/2021	
2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM		
ZEBULON HEIGHTS SUBDIVISION NO. 2 BK 99, PG 12772		





# AGENDA ITEM

**ITEM TOPIC:** Edington Place Pedestrian Pathway Easement

Project Name (Subdivision):  
Edington Place

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between C4 Land LLC, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )  
                          : ss.  
County of Ada     )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_



## Sawtooth Land Surveying, LLC

2030 S. Washington Ave.  
Emmett, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105

1044 Northwest Blvd., Ste. G  
Coeur d'Alene, ID 83814  
P: (208) 714-4544  
F: (208) 292-4453

141 1<sup>st</sup> Avenue East  
Jerome, ID 83338  
P: (208) 329-5303  
F: (208) 324-3821

### On-Site City of Meridian Pathway Legal Description

A 14-foot wide easement located in the NW1/4 SW1/4 SW1/4 of Section 36, Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the S1/16 corner common to Sections 35 and 36, from which the southwest corner of said Section 36, bears South 00°14'51" West, 1318.78 feet distant;

Thence South 88°56'15" East, coincident with the north line of the SW1/4 SW1/4 of said Section 36, a distance of 196.95 feet to the **POINT OF BEGINNING**;

Thence continuing South 88°56'15" East, coincident with said north line, 43.10 feet;

Thence South 69°58'51" East, 456.35 feet to the east line of said NW1/4 SW1/4 SW1/4;

Thence South 00°17'40" West, coincident with said east line, 14.87 feet;

Thence North 69°58'51" West, 502.13 feet to the **POINT OF BEGINNING**.

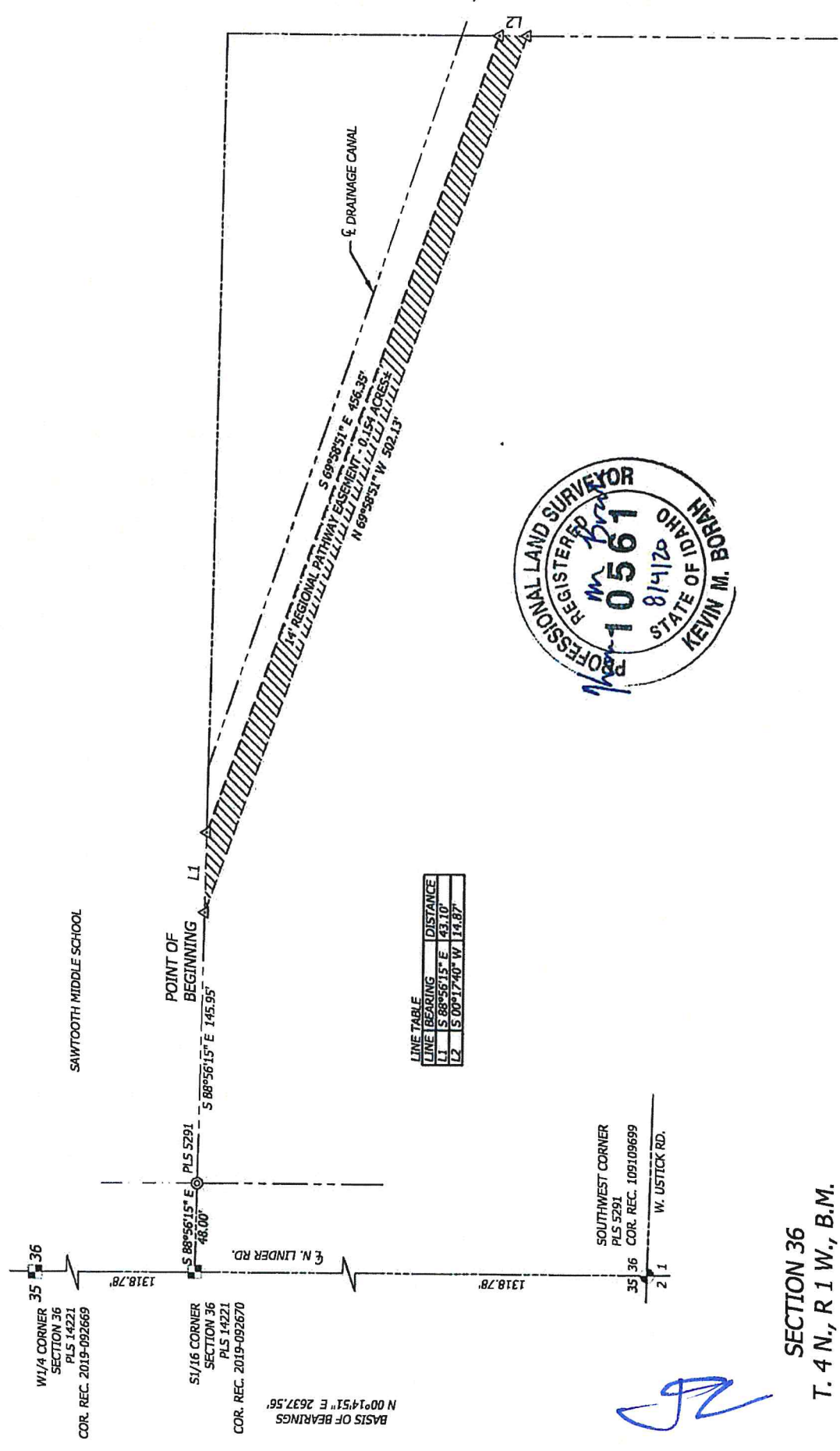
The above described easement contains 6,709 square feet or 0.154 acres, more or less.

**BASIS OF BEARING** for this description is North 00°14'51" West, between the southwest corner of Section 36 and the W1/4 corner common to Sections 35 and 36, Township 4 North, Range 1 West of the Boise Meridian.



JL

Item #2.



LINE TABLE

LINE BEARING	DISTANCE
L1 S 88°56'15" E	43.10'
L2 S 00°17'40" W	14.87'



DWG #	19292-EX
PROJECT #	19292
SHEET	1 OF 1

2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105



OWNER/DEVELOPER:  
CONGER GROUP

DATE: 8/2020

PROJECT:  
ON-SITE CITY OF MERIDIAN  
REGIONAL PATHWAY EASEMENT  
MERIDIAN, IDAHO





## AGENDA ITEM

**ITEM TOPIC:** New Commercial Building for Eckhardt Companies, Inc. Water Main Easement No. 1

Item #3.

**Project Name (Subdivision):**

New Commercial Building for Echardt Company, Inc.

**Water Main Easement Number:** 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.  
( See Instructions for additional information).

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Eckhardt Family, LLLP (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any



public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

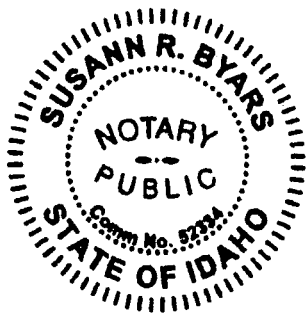
Cheri R Moore

STATE OF IDAHO )  
Payette ) ss  
County of ~~Ada~~ )

8RB  
6/14/2021

This record was acknowledged before me on 6/14/20 (date) by Cheri R Moore (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Eckhardt Family, LLLP (name of entity on behalf of whom record was executed), in the following representative capacity: Co-Agent (type of authority such as officer or trustee)

(stamp)



Susann R Byars  
Notary Signature  
My Commission Expires: 5/2/2026

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )  
  : ss.  
County of Ada        )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

June 3, 2021  
Lot 3, Bountiful Commons  
Project No. 20-213  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water Easement being a portion of Lot 3, Block 1 of Bountiful Commons Subdivision (Book 115 of Plats at Pages 17336-17339), situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Northeast corner of said Lot 3, which bears S89°24'36"E a distance of 258.53 feet from a found brass plug marking the Northwest corner of said Lot 3, thence following the easterly boundary line of said Lot 3, S00°19'52"W a distance of 47.03 feet;

Thence leaving said easterly boundary line, N89°40'08"W a distance of 15.50 to a point on the westerly line of an existing City of Meridian Sewer and Water Easement, Instrument Number 2018-098357, and being the **POINT OF BEGINNING**.

Thence following said westerly line, S29°01'45"W a distance of 20.70 feet;

Thence leaving said westerly line, N89°04'45"W a distance of 15.94 feet;

Thence N00°19'53"E a distance of 17.99 feet;

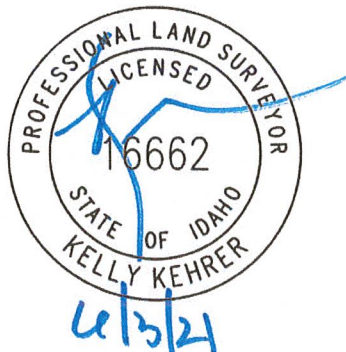
Thence S89°40'08"E a distance of 8.88 feet to said westerly line;

Thence following said westerly line, S89°40'08"E a distance of 17.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 378 Sq. Ft., more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is hereby made a part hereof.



NW COR, LOT 3, BLOCK 1  
BOUNTIFUL COMMONS SUBDIVISION  
FOUND BRASS PLUG

POINT OF COMMENCEMENT  
NE COR, LOT 3, BLOCK 1  
BOUNTIFUL COMMONS SUBDIVISION  
FOUND 1/2-INCH REBAR

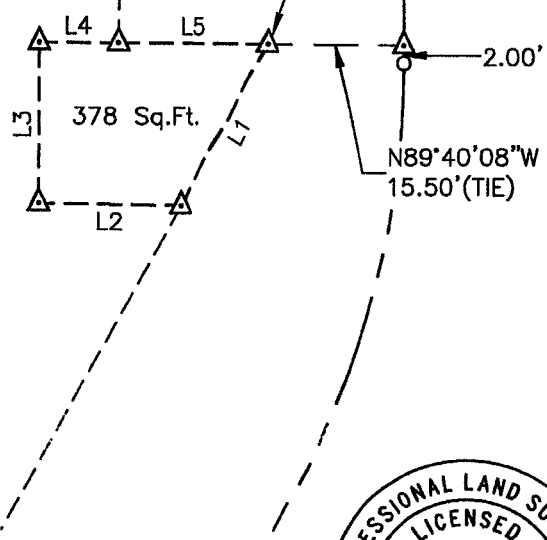
BASIS OF BEARING  
S89°24'36"E 258.53'

Lot 3, Block 1  
Bountiful Commons Subdivision

CITY OF MERIDIAN SEWER AND WATER  
EASEMENT PER INST. No. 2018-098357

POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S29°01'45"W	20.70
L2	N89°04'45"W	15.94
L3	N0°19'53"E	17.99
L4	S89°40'08"E	8.88
L5	S89°40'08"E	17.00



LEGEND

- FOUND 1/2-INCH REBAR
- ⊙ FOUND BRASS PLUG
- △ CALCULATED POINT
- EASEMENT LINE, NEW
- EASEMENT LINE, EXISTING
- SURVEY TIE LINE
- LOT LINE



**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

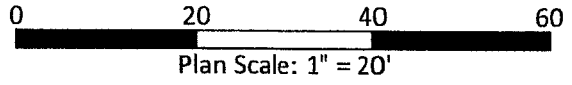
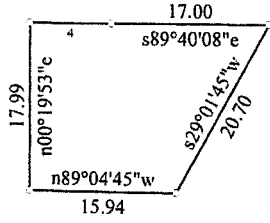


EXHIBIT B - CITY OF MERIDIAN WATER EASEMENT  
BOUNTIFUL COMMONS LOT 3

DATE: June 2021  
PROJECT: 20-213  
SHEET: 1 OF 1

Being a portion of Lot 3, Block 1 of Bountiful Commons Subdivision, situated in a portion of the SW 1/4 of the NW 1/4 of Sec. 25, T.4N., R.1W., B.M., City of Meridian, Ada County, ID

Item #3.



Title: 20-213 City of Meridian Water Easement		Date: 06-03-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.009 Acres: 378 Sq Feet: Closure = n15.4319w 0.00 Feet: Precision = 1/24164: Perimeter = 81 Feet		
001=s29.0145w 20.70	003=n00.1953e 17.99	005=s89.4008e 17.00
002=n89.0445w 15.94	004=s89.4008e 8.88	



## AGENDA ITEM

**ITEM TOPIC:** Shelburne East No. 3 Pedestrian Pathway Easement No. 1

**Project Name (Subdivision):**  
SHELBURNE EAST NO 3  
PEDESTRIAN PATHWAY #1

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Shelburne Properties LLC hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

**WITNESSETH:**

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,





GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )  
                          : ss.  
County of Ada     )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

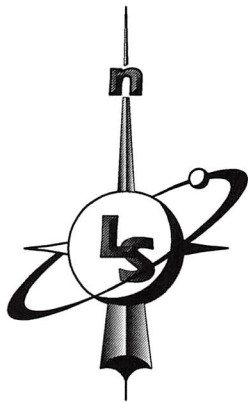
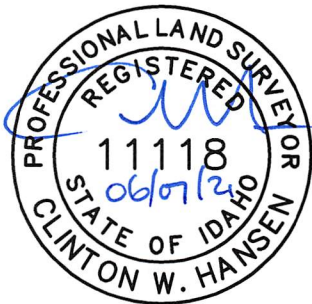
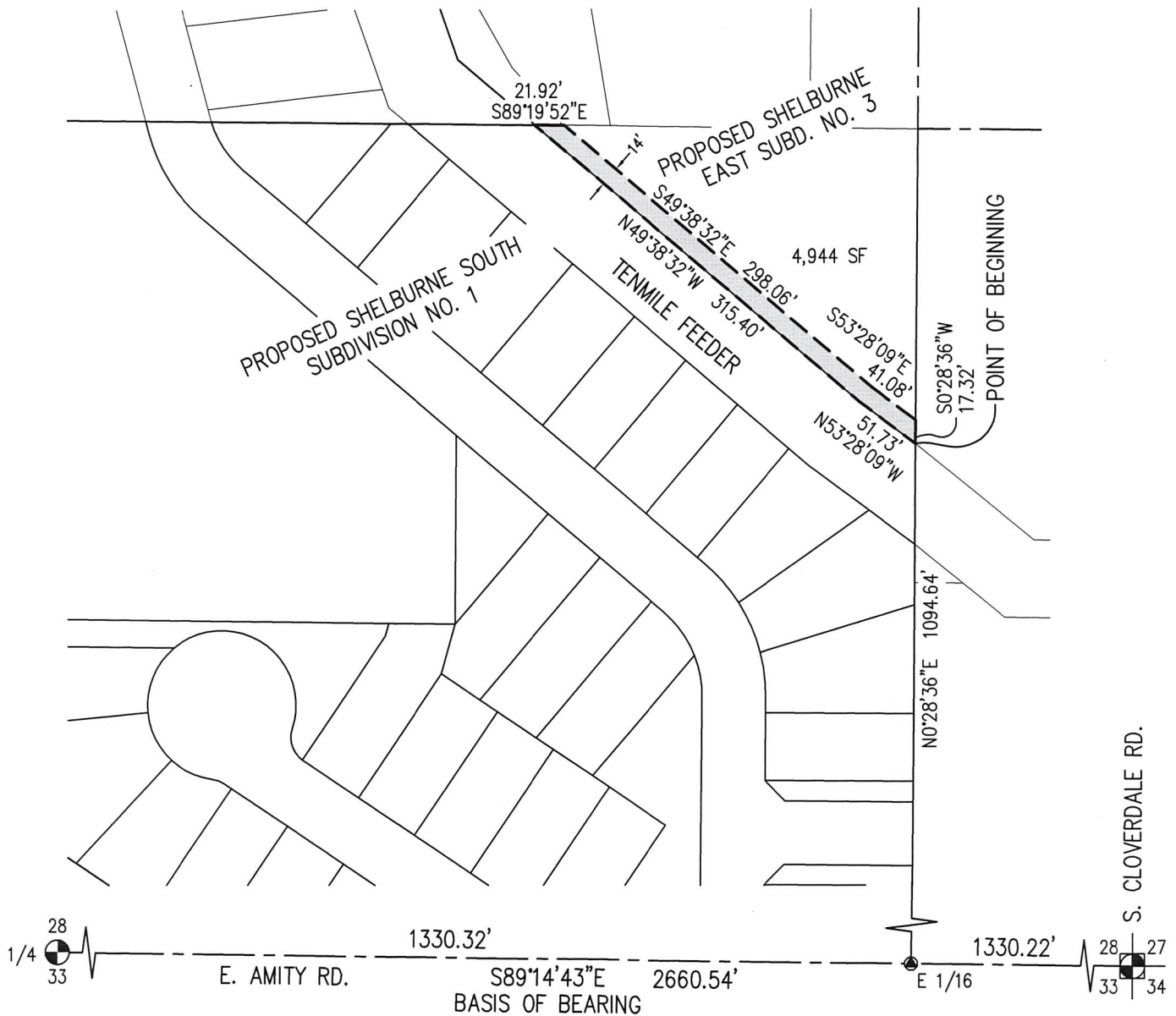
\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

Item #4.

# PEDESTRIAN PATHWAY EASEMENT

## PROPOSED SHELburnE EAST SUBDIVISION NO. 3

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



**LandSolutions**  
Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 (208) 288-2557 fax  
www.landsolutions.biz

JOB NO. 18-08

EXHIBIT B

**Legal Description**  
**Pedestrian Pathway Easement**  
**Shelburne East Subdivision No. 3**

An easement being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 1330.32 feet to the southeast corner of said SW ¼ of the SE ¼;

Thence along the easterly boundary of said SW ¼ of the SE ¼ N 0°28'36" E a distance of 1094.64 feet to a point on the northerly right-of-way of the Tenmile Feeder Canal, the **POINT OF BEGINNING**;

Thence along said Tenmile Feeder right-of-way the following courses and distances:

Thence N 53°28'09" W a distance of 51.73 feet to a point;

Thence N 49°38'32" W a distance of 315.40 feet to a point on the northerly boundary of said SW ¼ of the SE ¼;

Thence leaving said right-of-way and along said boundary S 89°19'52" E a distance of 21.92 feet to a point;

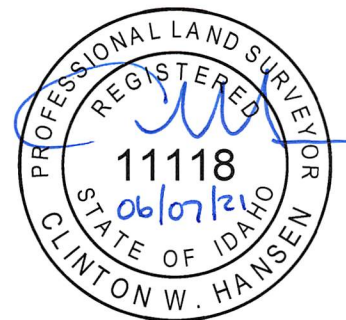
Thence leaving said boundary S 49°38'32" E a distance of 298.06 feet to a point;

Thence S 53°28'09" E a distance of 41.08 feet to a point on the easterly boundary of said SW ¼ of the SE ¼;

Thence along said easterly boundary S 0°28'36" W a distance of 17.32 feet to the **POINT OF BEGINNING**.

This easement contains 4,944 square feet (0.113 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
June 7, 2021





## AGENDA ITEM

**ITEM TOPIC:** Shelburne South No. 1 Pedestrian Pathway Easement No. 1

**Project Name (Subdivision):**  
SHELBURNE SOUTH NO 1  
PEDESTRIAN PATHWAY #1

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Shelburne Properties LLC hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

**WITNESSETH:**

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

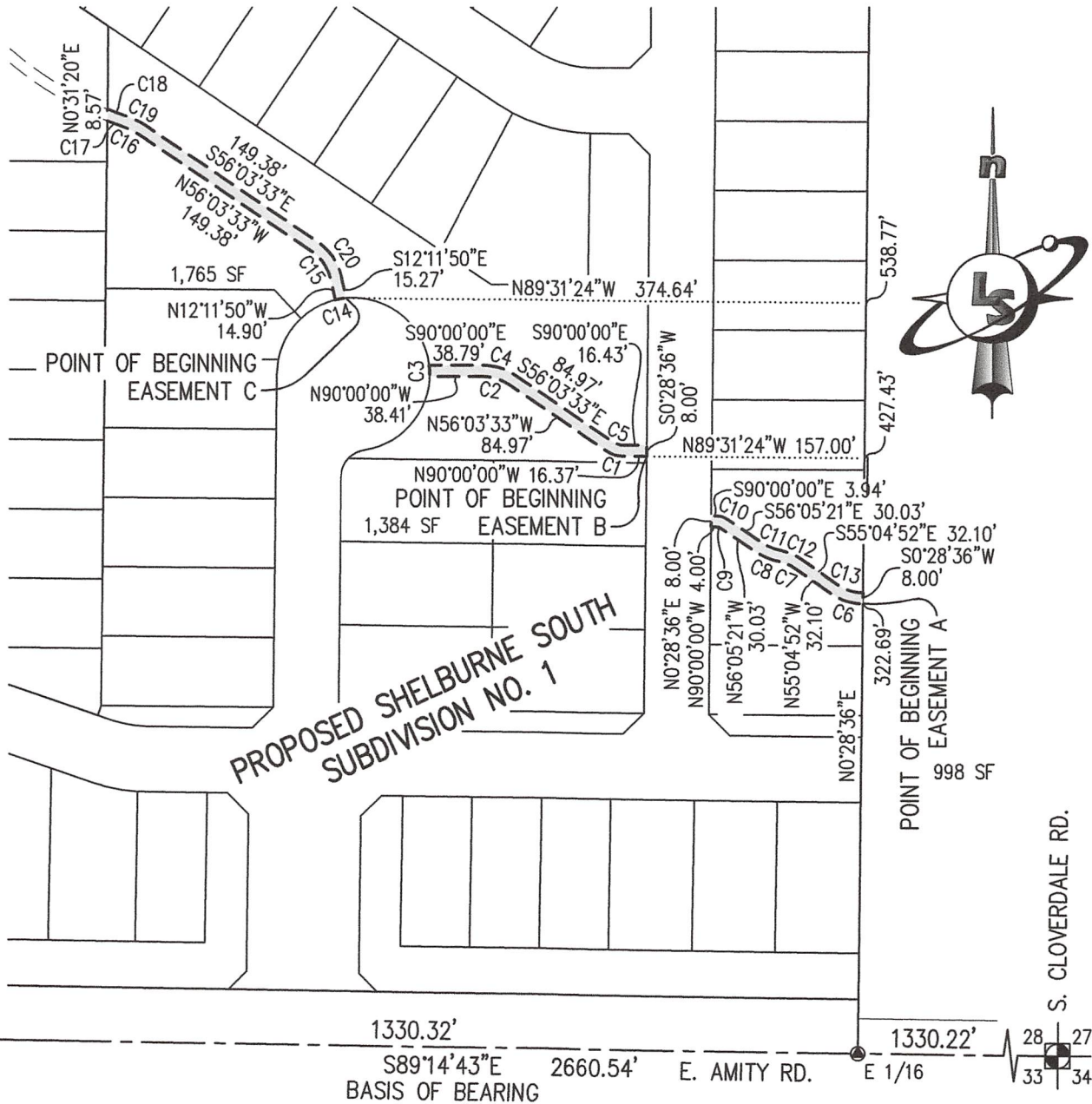
\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

EXHIBIT B

# PEDESTRIAN PATHWAY EASEMENTS

## SHELBURNE SOUTH SUBDIVISION NO. 1

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



PROPOSED SHELBURNE SOUTH  
SUBDIVISION NO. 1



**LandSolutions**  
Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 (208) 288-2557 fax  
www.landsolutions.biz

SHEET 1 OF 2  
JOB NO. 19



# PEDESTRIAN PATHWAY EASEMENTS

PROPOSED SHELBURNE EAST NO. 3 AND SHELBURNE SOUTH SUBDIVISIONS  
 LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M.  
 CITY OF MERIDIAN, ADA COUNTY, IDAHO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	13.33'	22.50'	33°56'27"	N73°01'47"W	13.13'
C2	19.84'	33.50'	33°56'27"	N73°01'47"W	19.56'
C3	8.02'	55.00'	8°21'02"	N2°42'44"W	8.01'
C4	24.58'	41.50'	33°56'27"	S73°01'47"E	24.23'
C5	8.59'	14.50'	33°56'27"	S73°01'47"E	8.46'
C6	24.70'	41.50'	34°06'24"	N72°08'03"W	24.34'
C7	11.80'	28.50'	23°43'19"	N66°56'32"W	11.72'
C8	18.83'	47.50'	22°42'50"	N67°26'46"W	18.71'
C9	3.26'	5.50'	33°54'39"	N73°02'40"W	3.21'
C10	7.99'	13.50'	33°54'39"	S73°02'40"E	7.87'
C11	15.66'	39.50'	22°42'50"	S67°26'46"E	15.56'
C12	15.11'	36.50'	23°43'19"	S66°56'32"E	15.00'
C13	19.89'	33.50'	34°01'35"	S72°05'39"E	19.60'
C14	8.02'	55.00'	8°21'00"	S80°24'54"W	8.01'
C15	25.65'	33.50'	43°51'43"	N34°07'42"W	25.02'
C16	13.06'	48.50'	15°25'34"	N63°46'20"W	13.02'
C17	12.13'	256.50'	2°42'34"	N70°07'50"W	12.13'
C18	14.78'	248.50'	3°24'29"	S69°46'52"E	14.78'
C19	15.21'	56.50'	15°25'34"	S63°46'20"E	15.17'
C20	31.77'	41.50'	43°51'43"	S34°07'42"E	31.00'



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SHEET 2 OF 2  
 JOB NO. 19-08

**EXHIBITA**  
**Legal Description**  
**Pedestrian Pathway Easements**  
**Shelburne South Subdivision No. 1**

Easements being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

**EASEMENT A**

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 1330.32 feet to the southeast corner of said SW ¼ of the SE ¼;

Thence along the easterly boundary of said SW ¼ of the SE ¼ N 0°28'36" E a distance of 322.69 feet to the **POINT OF BEGINNING**;

Thence a distance of 24.70 feet along the arc of a 41.50 foot radius non-tangent curve right, said curve having a central angle of 34°06'24" and a long chord bearing N 72°08'03" W a distance of 24.34 feet to a point of tangency;

Thence N 55°04'52" W a distance of 32.10 feet to a point of curvature;

Thence a distance of 11.80 feet along the arc of a 28.50 foot radius curve left, said curve having a central angle of 23°43'19" and a long chord bearing N 66°56'32" W a distance of 11.72 feet to a point of reverse curvature;

Thence a distance of 18.83 feet along the arc of a 47.50 foot radius curve right, said curve having a central angle of 22°42'50" and a long chord bearing N 67°26'46" W a distance of 18.71 feet to a point of tangency;

Thence N 56°05'21" W a distance of 30.03 feet to a point of curvature;

Thence a distance of 3.26 feet along the arc of a 5.50 foot radius curve left, said curve having a central angle of 33°54'39" and a long chord bearing N 73°02'40" W a distance of 3.21 feet to a point of tangency;

Thence N 90°00'00" W a distance of 4.00 feet to a point;

Thence N 0°28'36" E a distance of 8.00 feet to a point;

Thence S 90°00'00" E a distance of 3.94 feet to a point of curvature;

Thence a distance of 7.99 feet along the arc of a 13.50 foot radius curve right, said curve having a central angle of 33°54'59" and a long chord bearing S 73°02'40" E a distance of 7.87 feet to a point of tangency;

Thence S 56°05'21" E a distance of 30.03 feet to a point of curvature;

Thence a distance of 15.66 feet along the arc of a 39.50 foot radius curve left, said curve having a central angle of 22°42'50" and a long chord bearing S 67°26'46" E a distance of 15.56 feet to a point of reverse curvature;

Thence a distance of 15.11 feet along the arc of a 36.50 foot radius curve right, said curve having a central angle of 23°43'19" and a long chord bearing S 66°56'32" E a distance of 15.00 feet to a point of tangency;

Thence S 55°04'52" E a distance of 32.10 feet to a point of curvature;

Thence a distance of 19.89 feet along the arc of a 33.50 foot radius curve left, said curve having a central angle of 34°01'35" and a long chord bearing S 72°05'39" E a distance of 19.60 feet to a point on the easterly boundary of said SW ¼ of the SE ¼;

Thence along said boundary S 0°28'36" W a distance of 8.00 feet to the **POINT OF BEGINNING**.

This easement contains 998 square feet (0.023 acres) more or less and is subject to any other easements existing or in use.

#### **EASEMENT B**

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 1330.32 feet to the southeast corner of said SW ¼ of the SE ¼;

Thence along the easterly boundary of said SW ¼ of the SE ¼ N 0°28'36" E a distance of 427.43 feet to a point;

Thence leaving said boundary N 89°31'24" W a distance of 157.00 feet to the **POINT OF BEGINNING**;

Thence N 90°00'00" W a distance of 16.37 feet to a point of curvature;

Thence a distance of 13.33 feet along the arc of a 22.50 foot radius curve right, said curve having a central angle of 33°56'27" and a long chord bearing N 73°01'47" W a distance of 13.13 feet to a point of tangency;

Thence N 56°03'33" W a distance of 84.97 feet to a point of curvature;

Thence a distance of 19.84 feet along the arc of a 33.50 foot radius curve left, said curve having a central angle of 33°56'27" and a long chord bearing N 73°01'47" W a distance of 19.56 feet to a point of tangency;

Thence N 90°00'00" W a distance of 38.41 feet to a point on a curve;

Thence a distance of 8.02 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 8°21'02" and a long chord bearing N 2°42'44" W a distance of 8.01 feet to a point;

Thence S 90°00'00" E a distance of 38.79 feet to a point of curvature;

Thence a distance of 24.58 feet along the arc of a 41.50 foot radius curve right, said curve having a central angle of 33°56'27" and a long chord bearing S 73°01'47" E a distance of 24.23 feet to a point of tangency;

Thence S 56°03'33" E a distance of 84.97 feet to a point of curvature;

Thence a distance of 8.59 feet along the arc of a 14.50 foot radius curve left, said curve having a central angle of 33°56'27" and a long chord bearing S 73°01'47" E a distance of 8.46 feet to a point of tangency;

Thence S 90°00'00" E a distance of 16.43 feet to a point;

Thence S 0°28'36" W a distance of 8.00 feet to the **POINT OF BEGINNING**.

This easement contains 1,384 square feet (0.032 acres) more or less and is subject to any other easements existing or in use.

#### **EASEMENT C**

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 1330.32 feet to the southeast corner of said SW ¼ of the SE ¼;

Thence along the easterly boundary of said SW ¼ of the SE ¼ N 0°28'36" E a distance of 538.77 feet to a point;

Thence leaving said boundary N 89°31'24" W a distance of 374.64 feet to the **POINT OF BEGINNING**;

Thence a distance of 8.02 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 8°21'00" and a long chord bearing S 80°24'54" W a distance of 8.01 feet to a point;

Thence N 12°11'50" W a distance of 14.90 feet to a point of curvature;

Thence a distance of 25.65 feet along the arc of a 33.50 foot radius curve left, said curve having a central angle of 43°51'43" and a long chord bearing N 34°07'42" W a distance of 25.02 feet to a point of tangency;

Thence N 56°03'33" W a distance of 149.38 feet to a point of curvature;

Thence a distance of 13.06 feet along the arc of a 48.50 foot radius curve left, said curve having a central angle of 15°25'34" and a long chord bearing N 63°46'20" W a distance of 13.02 feet to a point of reverse curvature;

Item #5.

Thence a distance of 12.13 feet along the arc of a 256.50 foot radius curve right, said curve having a central angle of 2°42'34" and a long chord bearing N 70°07'50" W a distance of 12.13 feet to a point;

Thence N 0°31'20" E a distance of 8.57 feet to a point;

Thence a distance of 14.78 feet along the arc of a 248.50 foot radius non-tangent curve left, said curve having a central angle of 3°24'29" and a long chord bearing S 69°46'52" E a distance of 14.78 feet to a point of reverse curvature;

Thence a distance of 15.21 feet along the arc of a 56.50 foot radius curve right, said curve having a central angle of 15°25'34" and a long chord bearing S 63°46'20" E a distance of 15.17 feet to a point of tangency;

Thence S 56°03'33" E a distance of 149.38 feet to a point of curvature;

Thence a distance of 31.77 feet along the arc of a 41.50 foot radius curve right, said curve having a central angle of 43°51'43" and a long chord bearing S 34°07'42" E a distance of 31.00 feet to a point of tangency;

Thence S 12°11'50" E a distance of 15.27 feet to the **POINT OF BEGINNING**.

This easement contains 1,765 square feet (0.041 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
May 13, 2021





## AGENDA ITEM

**ITEM TOPIC:** Shelburne South No. 2 Pedestrian Pathway Easement No. 1

**Project Name (Subdivision):**  
SHELBURNE SOUTH NO 2  
PEDESTRIAN PATHWAY #1

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Shelburne Properties LLC hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,





MY COMMISSION EXPIRES 03/30/2025  
STATE OF IDAHO  
NOTARY PUBLIC  
COMMISSION #238241  
KENT BROWN

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )  
                          : ss.  
County of Ada     )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

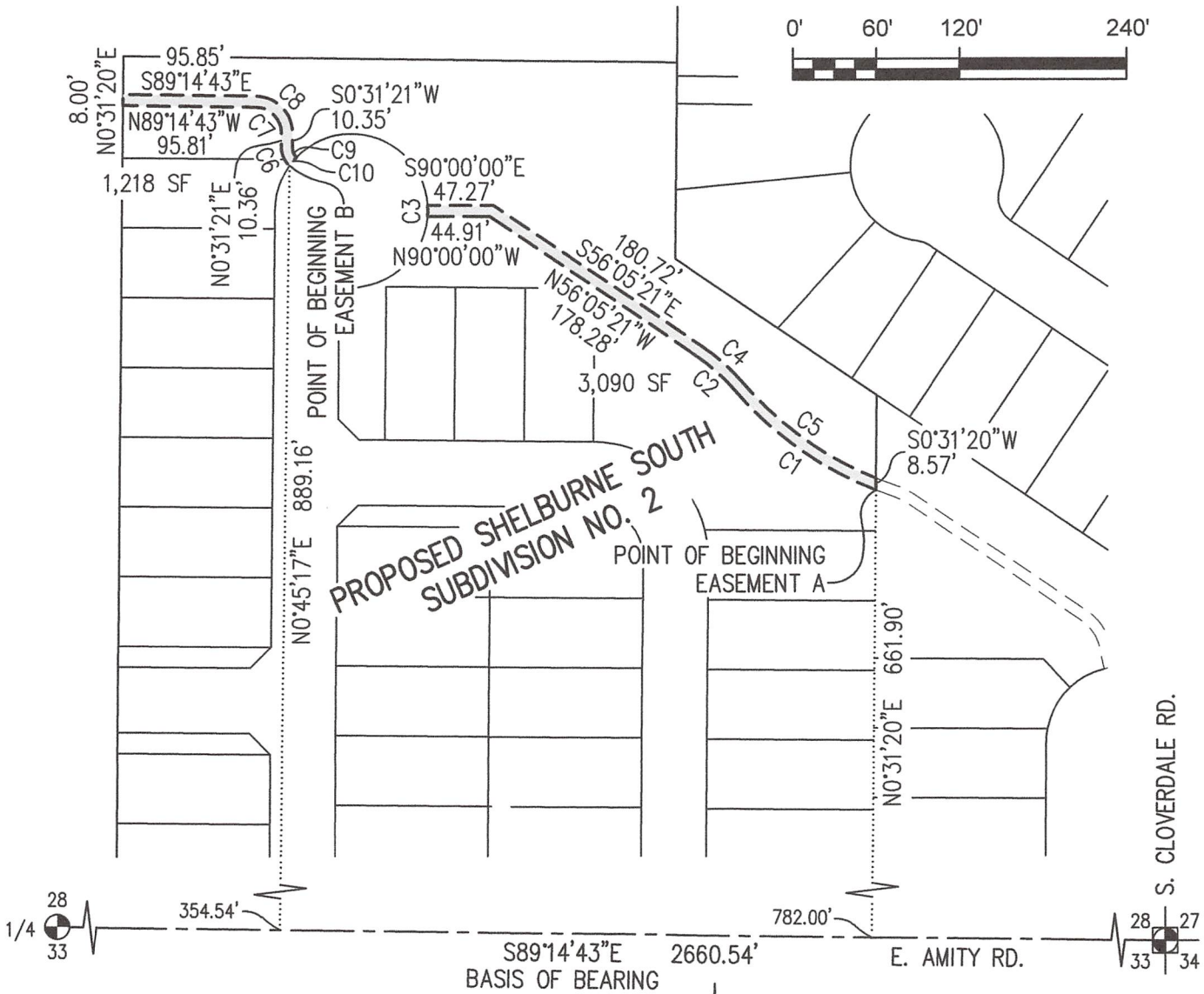
\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

**PEDESTRIAN PATHWAY EASEMENTS**

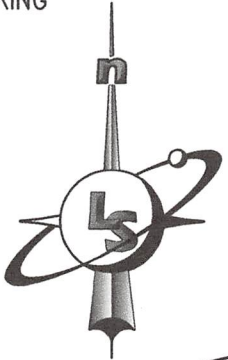
**PROPOSED SHELburne SOUTH SUBDIVISION NO. 2**

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



**PROPOSED SHELburne SOUTH  
SUBDIVISION NO. 2**

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	125.86'	256.50'	28°06'51"	N54°43'07"W	124.60'
C2	37.29'	138.50'	15°25'39"	N48°22'31"W	37.18'
C3	8.01'	55.00'	8°20'30"	N0°30'17"E	8.00'
C4	39.45'	146.50'	15°25'39"	S48°22'31"E	39.33'
C5	118.90'	248.50'	27°24'56"	S54°22'10"E	117.77'
C6	14.41'	16.50'	50°03'03"	N24°30'11"W	13.96'
C7	29.04'	18.50'	89°56'39"	N44°16'24"W	26.15'
C8	41.59'	26.50'	89°54'54"	S44°17'16"E	37.45'
C9	7.37'	8.50'	49°39'12"	S24°18'15"E	7.14'
C10	8.01'	55.00'	8°20'30"	S40°02'57"W	8.00'



**LandSolutions**  
Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 (208) 288-2557 fax  
www.landsolutions.biz

**EXHIBIT A**  
**Legal Description**  
**Pedestrian Pathway Easements**  
**Shelburne South Subdivision No. 2**

Easements being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

**EASEMENT A**

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 782.00 feet to a point;

Thence leaving said southerly boundary N 0°31'20" E a distance of 661.90 feet to the **POINT OF BEGINNING**;

Thence a distance of 125.86 feet along the arc of a 256.50 foot radius non-tangent curve right, said curve having a central angle of 28°06'51" and a long chord bearing N 54°43'07" W a distance of 124.60 feet to a point of reverse curvature;

Thence a distance of 37.29 feet along the arc of a 138.50 foot radius curve left, said curve having a central angle of 15°25'39" and a long chord bearing N 48°22'31" W a distance of 37.18 feet to a point of tangency;

Thence N 56°05'21" W a distance of 178.28 feet to a point;

Thence N 90°00'00" W a distance of 44.91 feet to a point on a curve;

Thence a distance of 8.01 feet along the arc of a 55.00 foot radius curve left, said curve having a central angle of 8°20'30" and a long chord bearing N 0°30'17" E a distance of 8.00 feet to a point;

Thence S 90°00'00" E a distance of 47.27 feet to a point;

Thence S 56°05'21" E a distance of 180.72 feet to a point of curvature;

Thence a distance of 39.45 feet along the arc of a 146.50 foot radius curve right, said curve having a central angle of 15°25'39" and a long chord bearing S 48°22'31" E a distance of 39.33 feet to a point of reverse curvature;

Thence a distance of 118.90 feet along the arc of a 248.50 foot radius curve left, said curve having a central angle of 27°24'56" and a long chord bearing S 54°22'10" E a distance of 117.77 feet to a point;

Thence S 0°31'20" W a distance of 8.57 feet to the **POINT OF BEGINNING**.

This easement contains 3,090 square feet (0.071 acres) more or less and is subject to any other easements existing or in use.

**EASEMENT B**

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 354.54 feet to a point;

Thence leaving said southerly boundary N 0°45'17" E a distance of 889.16 feet to the **POINT OF BEGINNING**;

Thence a distance of 14.41 feet along the arc of a 16.50 foot radius non-tangent curve right, said curve having a central angle of 50°03'03" and a long chord bearing N 24°30'11" W a distance of 13.96 feet to a point of tangency;

Thence N 0°31'21" E a distance of 10.36 feet to a point of curvature;

Thence a distance of 29.04 feet along the arc of a 18.50 foot radius curve left, said curve having a central angle of 89°56'39" and a long chord bearing N 44°16'24" W a distance of 26.15 feet to a point of tangency;

Thence N 89°14'43" W a distance of 95.81 feet to a point;

Thence N 0°31'20" E a distance of 8.00 feet to a point;

Thence S 89°14'43" E a distance of 95.85 feet to a point of curvature;

Thence a distance of 41.59 feet along the arc of a 26.50 foot radius curve right, said curve having a central angle of 89°54'54" and a long chord bearing S 44°17'16" E a distance of 37.45 feet to a point of tangency;

Thence S 0°31'21" W a distance of 10.35 feet to a point of curvature;

Thence a distance of 7.37 feet along the arc of a 8.50 foot radius curve left, said curve having a central angle of 49°39'12" and a long chord bearing S 24°18'15" E a distance of 7.14 feet to a point on a curve;

Thence a distance of 8.01 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 8°20'30" and a long chord bearing S 40°02'57" W a distance of 8.00 feet to the **POINT OF BEGINNING**.

This easement contains 1,218 square feet (0.028 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
May 13, 2021





## AGENDA ITEM

**ITEM TOPIC:** Final Order for Midgrove Plaza (FP-2021-0033) by Rodney Evans + Partners, PLLC, Located at 1450 E. Franklin Rd.

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: JUNE 15, 2021  
ORDER APPROVAL DATE: JUNE 29, 2021**

**IN THE MATTER OF THE )  
REQUEST FOR FINAL PLAT )  
CONSISTING OF FIVE (5) )  
BUILDING LOTS ON 12.84-ACRES )  
OF LAND IN THE C-G AND I-L )  
ZONING DISTRICTS FOR )  
MIDGROVE PLAZA. )  
)  
**BY: RODNEY EVANS + )  
PARTNERS, PLLC )  
APPLICANT )  
\_\_\_\_\_ )  
)  
)****

**CASE NO. H-2021-0033  
ORDER OF CONDITIONAL  
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on June 15, 2021 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

**IT IS HEREBY ORDERED THAT:**

1. The Final Plat of “PLAT SHOWING MIDGROVE PLAZA SUBDIVISION, LOCATED WITHIN THE SE ¼ OF THE SE ¼ OF SECTION 07, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, 2021, HANDWRITTEN DATE: 5/12/2021, by AARON P. RUSH, PLS, SHEET

ORDER OF CONDITIONAL APPROVAL OF FINAL PLAT  
FOR MIDGROVE PLAZA H-2021-0033

1 OF 3,” is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated June 15, 2021, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:

- 2.1 The plat dimensions are approved by the City Engineer; and
- 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

**NOTICE OF FINAL ACTION**

**AND RIGHT TO REGULATORY TAKINGS ANALYSIS**

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an



interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code § 67-52.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By:

\_\_\_\_\_  
Robert Simison  
Mayor, City of Meridian

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

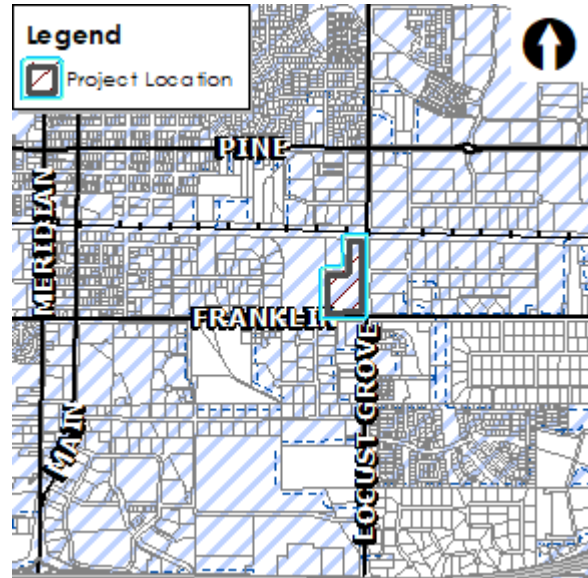
By: \_\_\_\_\_ Dated: \_\_\_\_\_

# EXHIBIT A

## STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/15/2021  
 TO: Mayor & City Council  
 FROM: Sonya Allen, Associate Planner  
 208-884-5533  
 SUBJECT: FP-2021-0033  
 Midgrove Plaza  
 LOCATION: 1450 E. Franklin Rd., in the SE ¼ of  
 Section 7, T.3N., R.1E. (Parcel  
 #S1107449996)



### I. PROJECT DESCRIPTION

Final plat consisting of 5 buildable lots on 12.84-acres of land in the C-G and I-L zoning districts.

### II. APPLICANT INFORMATION

A. Applicant/Representative:

Benjamin Semple, Rodney Evans + Partners, PLLC – 1014 S. LaPointe St., Ste. 3, Boise, ID 83706

B. Owner:

Arthur Berry – 4804 Roberts Rd., Boise, ID 83705

### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat and associated conditions of approval as required by UDC 11-6B-3C.2. There is one (1) fewer buildable lot than shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

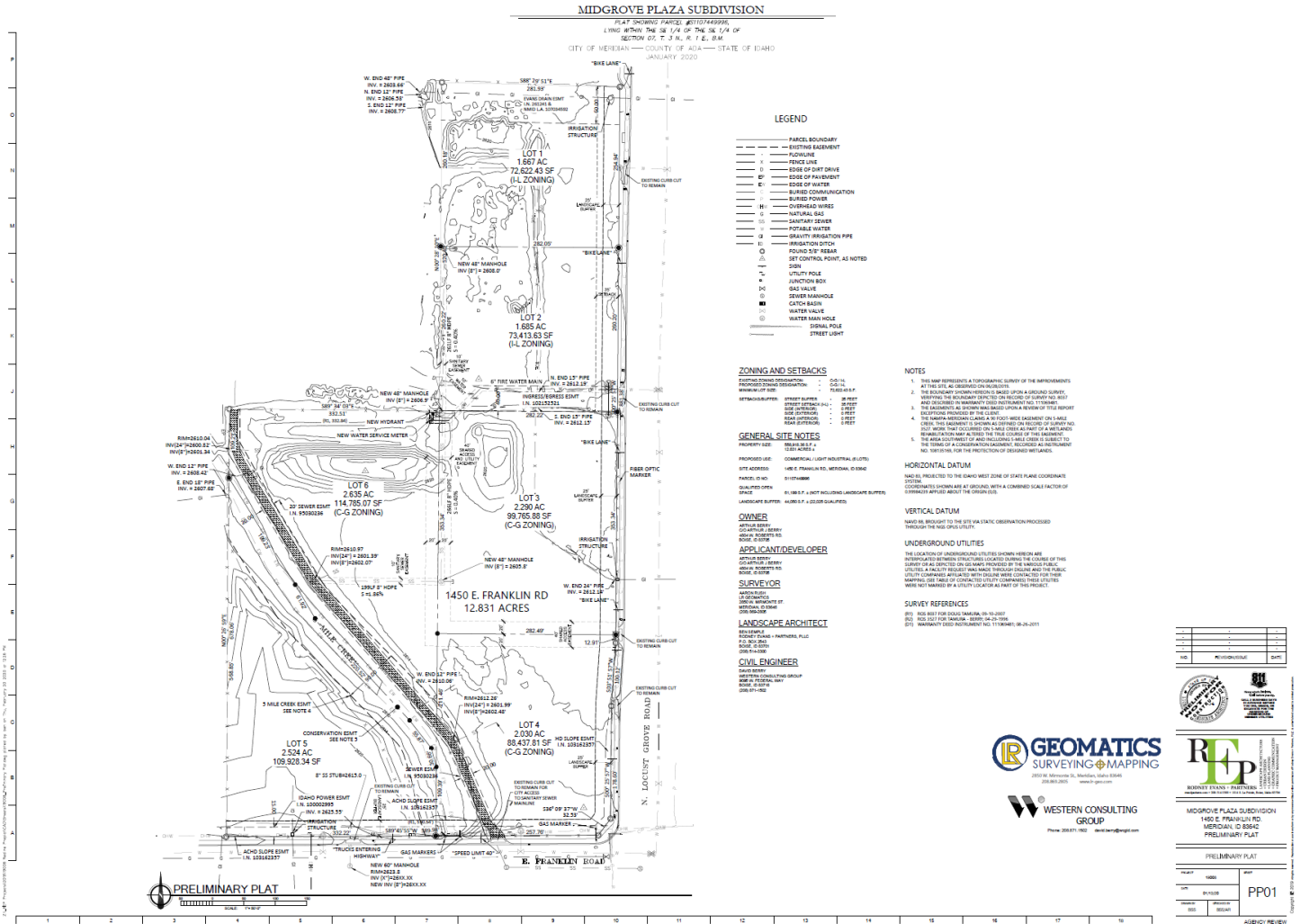
### IV. DECISION

A. Staff:

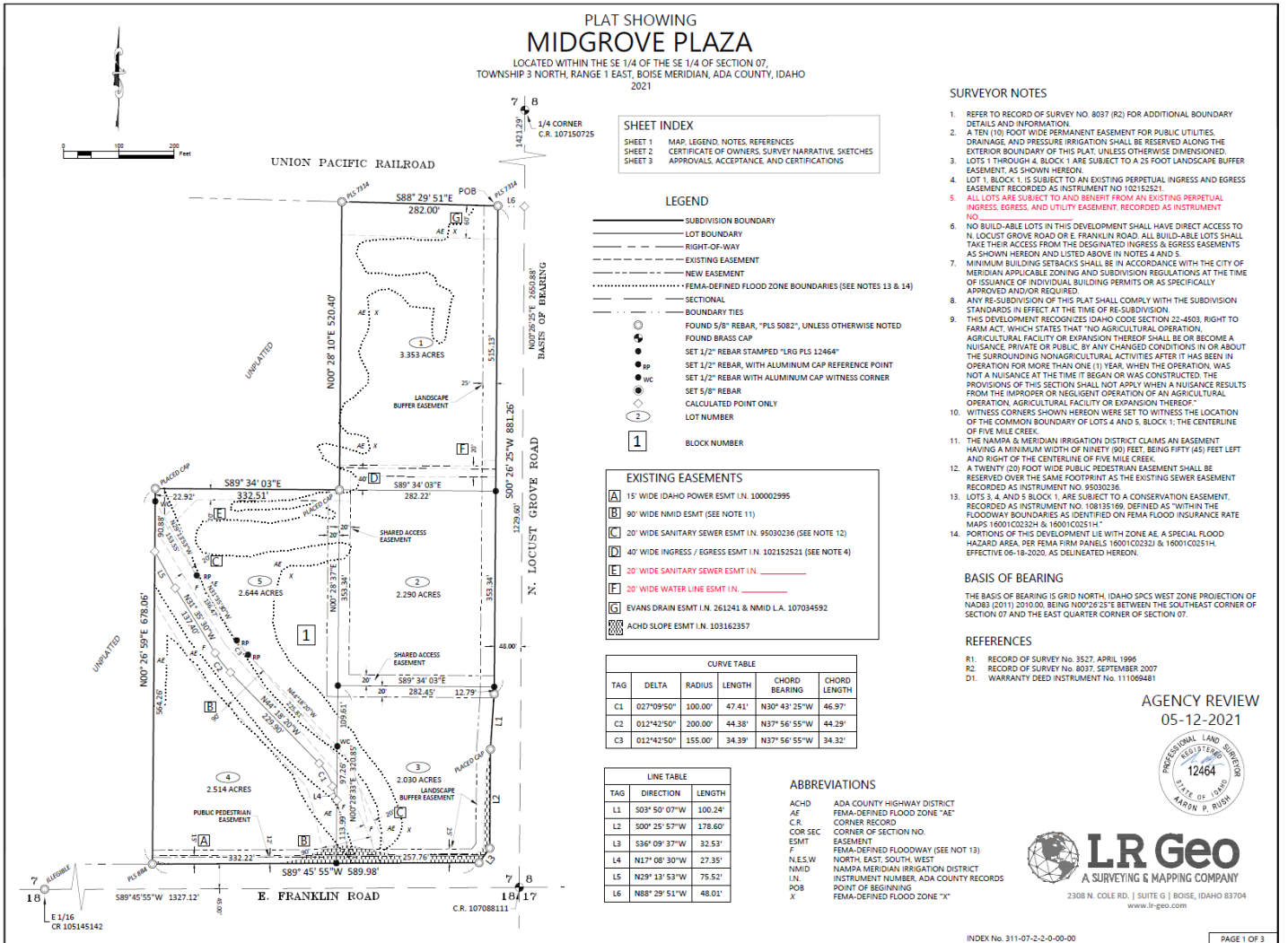
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

V. EXHIBITS

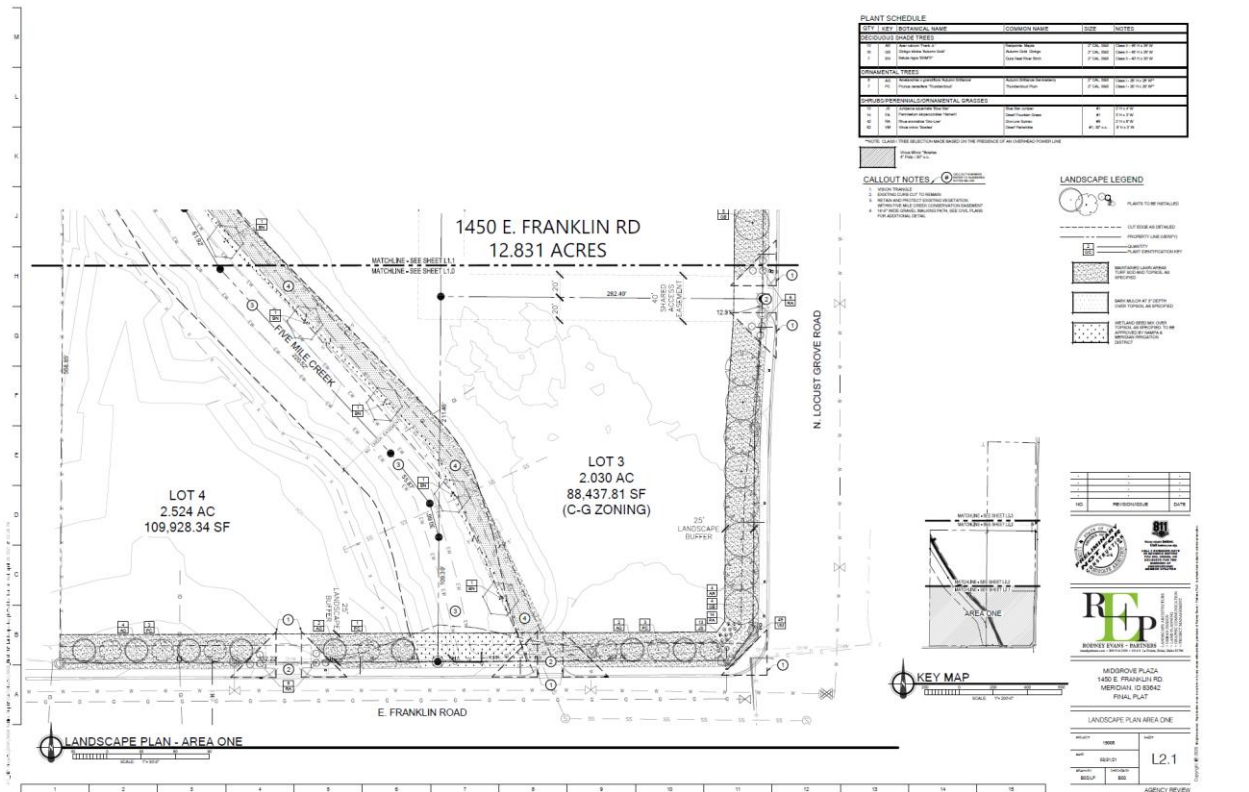
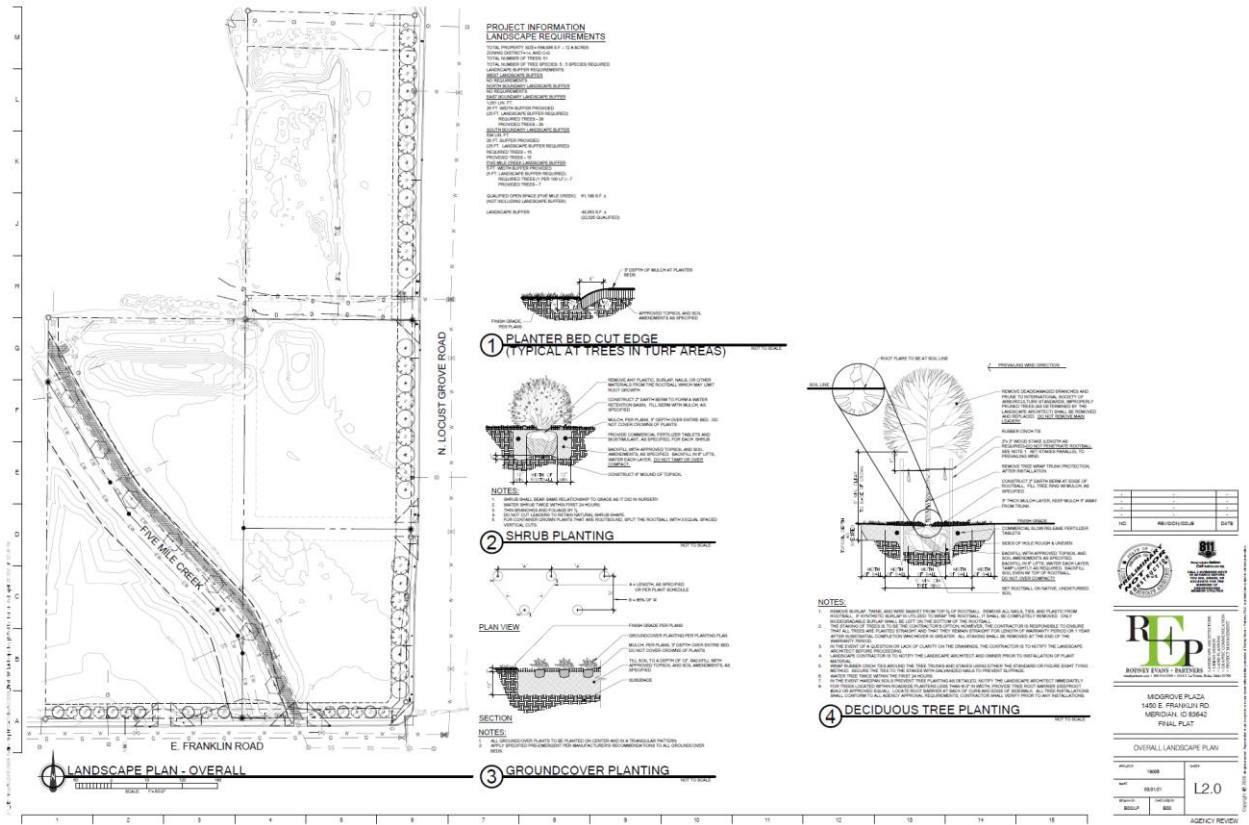
A. Preliminary Plat (date: 1/13/20)

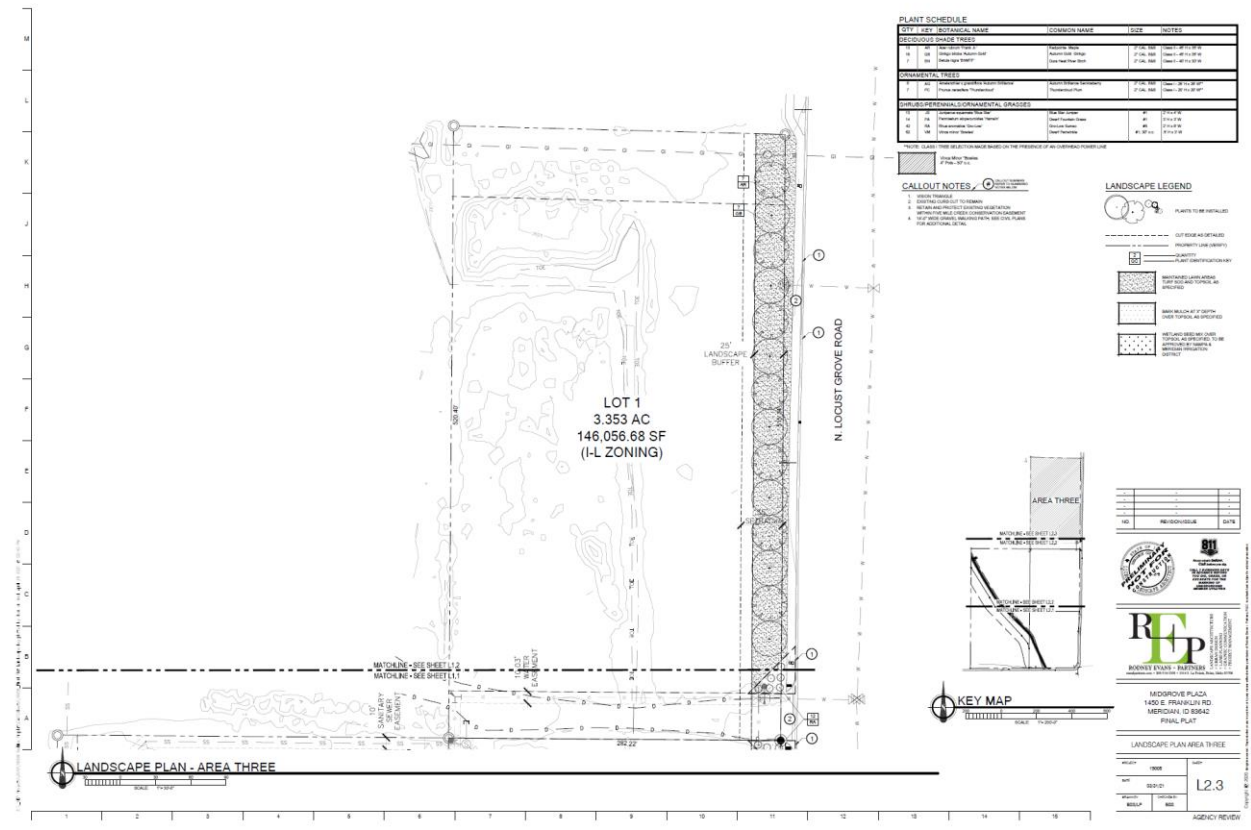
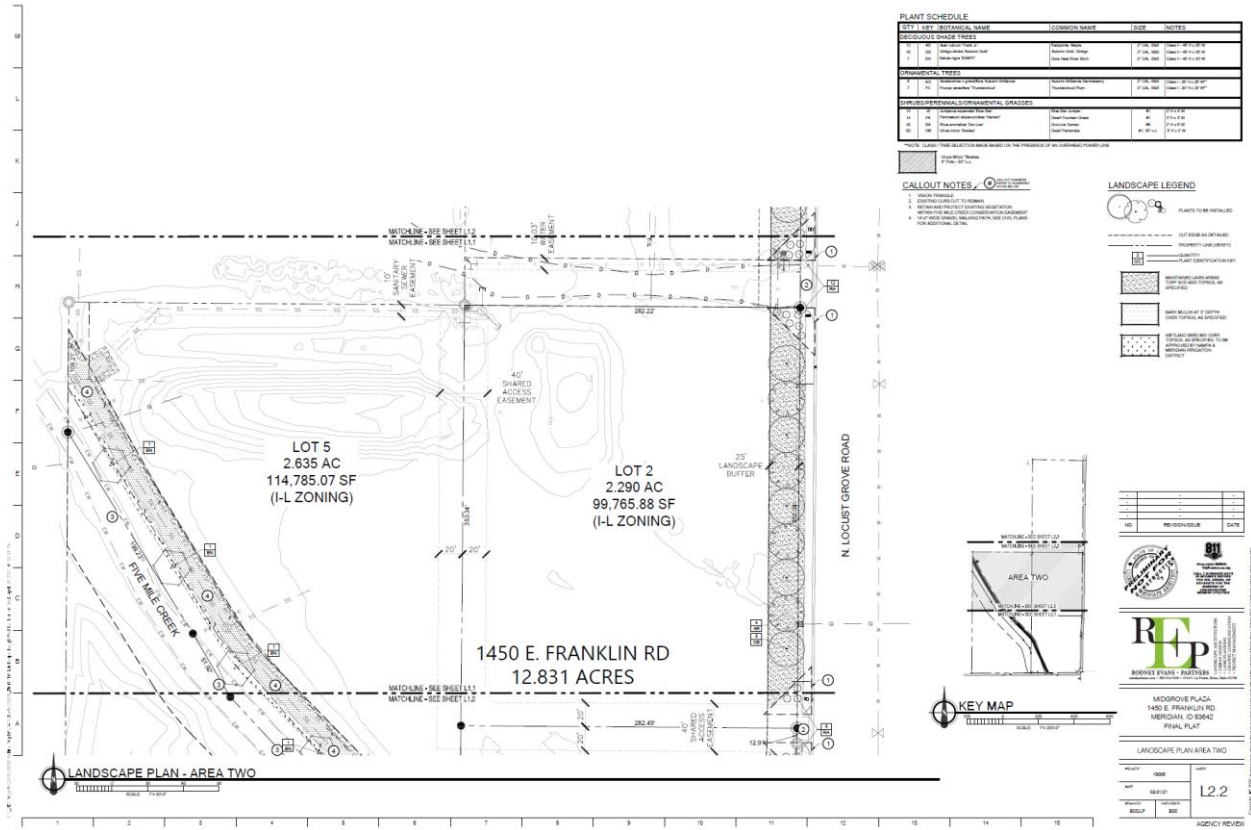


B. Final Plat (date: 5/12/2021)



C. Landscape Plan (date: 3/31/2021)





## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. Planning Division

#### Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development (H-2020-0029).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of City Council's approval (by July 7, 2022) of the preliminary plat in accord with UDC 11-6B-7 in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat shown in Section V.B prepared by LR Geo, stamped on 5/12/2021 by Aaron P. Rush, shall be revised as follows:
  - a. Modify note #5 as follows: A cross-access/ingress-egress easement shall be depicted between all lots in the subdivision and to the abutting property to the west through Lot 5 (Parcel #S1107449111) in accord with UDC 11-3A-3A.2.
  - b. Modify note #6 as follows: Include a note that prohibits direct lot access via N. Locust Grove Rd. and E. Franklin Rd. other than those accesses approved with the preliminary plat by the City and ACHD.
  - c. Existing Easements Table – "E" and "F": Include recorded instrument numbers.

***An electronic copy of the revised plat shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.***

5. The landscape plan shown in Section V.C, prepared by Rodney Evans + Partners, dated 3/31/21, shall be revised as follows:
  - a. Depict shrubs along with the proposed trees within the buffers along the multi-use pathway and the street buffers along Franklin & Locust Grove Roads in accord with UDC 11-3B-7C.3a and 11-3B-12C.2.

***An electronic copy of the revised landscape plan shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.***

6. A minimum 14-foot wide public pedestrian easement shall be submitted to the Planning Division for the multi-use pathway along the northeast side of the Five Mile Creek extending to the Franklin/Locust Grove Road intersection as required by the Park's Department prior to signature on the final plat by the City Engineer.
7. The Five Mile Creek shall be protected during construction and shall be left open as a natural amenity and shall not be piped or otherwise covered as set forth in UDC 11-3A-6B.1.
8. All future development shall comply with the minimum dimensional standards listed in UDC Tables 11-2B-3 for the C-G zoning district and 11-2C-3 for the I-L zoning district, as applicable.
9. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat does not relieve the Applicant of responsibility for compliance.

**B. Public Works****Site Specific Conditions:**

1. Ensure no permanent structures are within City easements (including but not limited to trees, bushes, carports, trash enclosure walls, fences, storm water infiltration trenches, streetlights, etc.).
2. The sanitary sewer line that is shown extending through lot 6 to serve lots 1, 2, and 3 must be an 8" main due to line serving multiple lots. At each flow change a manhole will be required. Unless otherwise noted on the plans, 8" sewer lines are considered main and must be covered in a utility easement.
3. All sewer and water mains constructed in unimproved areas must have an access road built to Meridian City Design Standards.
4. The Geo Technical report submitted for the subject site points out numerous items that will require special attention. The design engineer for this project should pay particular close attention to the findings and recommendation for the successful design and performance of all foundation systems, sub-surface drainage, and utility trench backfill.
5. A Floodplain Development Permit required for this development. The SW area, including Five Mile Creek is subject to the terms of a conservation easement, recorded as instrument No 108135169 for the protection of designed wetlands. Development with floodway, requires a no-rise analysis.
6. An additional streetlight is required on the west boundary of Franklin Road. 30-foot Davit poles are allowed when there is an overhead utility conflict. The lights on Locust Grove Road shall be Type 1, 35 feet high with a 12 Mast Arm.

**General Conditions:**

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.



6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting ([http://www.meridiancity.org/public\\_works.aspx?id=272](http://www.meridiancity.org/public_works.aspx?id=272)). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental

Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. **DO NOT RECORD.** Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



## AGENDA ITEM

**ITEM TOPIC:** Revised Findings of Fact, Conclusions of Law for Gramercy Commons (H-2021-0022) by Intermountain Pacific, LLC, Located at 1873, 1925, and 2069 S. Wells Ave.

**CITY OF MERIDIAN  
FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DECISION & ORDER**



**In the Matter of the Request for Development Agreement Modification to amend the Kenai Subdivision (aka Gramercy) Development Agreement (Inst. #106141056) for the purpose of amending the concept plan to incorporate 164 age restricted multi-family housing units, by Intermountain Pacific, LLC.**

**Case No(s). H-2021-0022**

**For the City Council Hearing Date of: May 25, 2021 (Findings on ~~June 8~~ June 29, 2021)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of May 25, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of May 25, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of May 25, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 25, 2021, incorporated by reference)

**B. Conclusions of Law**

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

- 7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of May 25, 2021, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council’s authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

- 1. The applicant’s request for Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of May 25, 2021, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer’s signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer’s signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as

determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Notice of Final Action and Right to Regulatory Takings Analysis

- 1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

F. Attached: Staff Report for the hearing date of May 25, 2021.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNCIL PRESIDENT TREG BERNT VOTED \_\_\_\_\_

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED \_\_\_\_\_

COUNCIL MEMBER JESSICA PERREAULT VOTED \_\_\_\_\_

COUNCIL MEMBER LUKE CAVENER VOTED \_\_\_\_\_

COUNCIL MEMBER JOE BORTON VOTED \_\_\_\_\_

COUNCIL MEMBER LIZ STRADER VOTED \_\_\_\_\_

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

\_\_\_\_\_  
Mayor Robert Simison

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Clerk's Office





## EXHIBIT A

proposed across three (3) of the commercial properties that directly abut Mountain View High School—in reality, the new development is proposed primarily on the two southern properties and only a drive-aisle and parking are proposed to cross the property line of the northernmost site.

The original approvals required a cross-parking and cross-access agreement for all lots within the subdivision; Staff understands this agreement to be recorded and in place for the subject sites. The Applicant is proposing to amend the existing DA rather than enter into a completely new DA in order to show good faith in the original agreement and to remain part of the overall Gramercy Development, including maintaining the cross-access/cross-parking agreements.

Because the Development Agreement (DA) does not include multi-family in this location, an MDA is required and is why the Applicant is requesting one. Concurrently, multi-family residential is a conditional use within the C-G zoning district and the Applicant has applied for said permit which is scheduled to be heard by the Planning and Zoning Commission on 6/03/2021, following the decision by Council on this DA Modification. Staff will analyze the proposed development in more detail with that report; Staff's review at this time shows the Applicant is compliant with or exceeds code requirements in parking, open space and amenities, and dimensional standards for the proposed use within the C-G zoning district.

**Concept Plan:** The existing concept plan within the DA only depicts the three subject lots as commercial lots but does not depict any building footprints or any other development on the lots. The only development depicted on the existing concept plan around these lots are the multi-use pathway along the southern property line and the associated pathway landscaping. The pathway and required landscaping are already installed in this area of the site. See Exhibit B for the existing concept plan found within the original Development Agreement.

The new development plan depicts a singular, multi-level, age-restricted (three and four stories in height) multi-family apartment complex that is wrapped around a parking structure—the parking structure is proposed to contain a majority of the required parking spaces. Around the proposed building the new development plan depicts a drive aisle that circles the entire structure and includes two areas of surface level parking located on the east and north sides of the proposed building that contain the remaining required parking. The drive aisle that circles the building is intended to be for Fire and EMS but Staff is unaware if the drive aisle will be closed to resident traffic as well. In addition to the building, the new development plan depicts multiple areas of open space and amenities located along each side of the building to include: a pool and other amenities within a south courtyard; an entry plaza along the east side of the building; fire-pits and lounging areas along the west, and; a community garden and pickleball court along the north side of the building. All of the open space and amenity areas appear to be connected with sidewalks and to be easily accessible by future residents.

The submitted elevations are for illustrative purposes and further refinement is necessary to comply with the Architectural Standards Manual and other design elements of buildings already constructed within the Gramercy development.

**Access:** The subject sites are internal to the Gramercy development and only abut a short segment of public road along the southern boundary of the site (E. Goldstone Street); all of the sites are currently undeveloped and do not have any accesses constructed on-site. However, to the north and east, adjacent sites are developed and have constructed portions of drive aisles for their access to S. Wells Avenue. As seen on the proposed development plan, the Applicant is proposing to connect to these three (3) drive aisles to provide access to the apartment complex: one to the north connecting to an existing drive aisle and commercial property and two to the east to connect to S. Wells Avenue.

ACHD does not act on Development Agreement Modifications but has provided a response letter with the concurrent Conditional Use Permit application. In their response letter, ACHD has noted that no improvements are required to any adjacent or nearby public roads and did not require a Traffic Impact

EXHIBIT A

Study because the development is not estimated to generate enough peak hour vehicle trips, despite proposing over 100 apartment units. Staff verified with ACHD that the estimated trip generation of the development does not change whether the units are proposed as age-restricted or not. In addition, ACHD has noted that all adjacent public roads are over-built and are capable of handling additional vehicle trips without issue. Because of these reasons provided by ACHD Staff is supportive of the proposed development in regards to its transportation impact.

Nonetheless, Staff understands the traffic along Overland Road (the closest arterial street to the north) is worsening and any additional traffic will exacerbate the problem. The development would also have easy vehicular access to the east to Eagle Road in three different places via commercial collector streets. One of the commercial collectors also provides an additional access point to Overland Road which should lessen the burden placed on the intersection of Overland Road and S. Wells Avenue.

In addition to vehicular access, the site abuts a segment of multi-use pathway that the Applicant is proposing to connect to. This multi-use pathway runs along the southern project boundary and continues both north and south. To the north, the pathway runs along S. Wells and connects to the arterial sidewalks along Overland Road. As the pathway heads south, it runs along the Mountain View High School property and then connects to a public park, Gordon Harris Park; the pathway then continues into the neighboring single-family development further to the south.

Staff finds proposing an apartment complex in this area of the City in close proximity to commercial development, child care/charter school, and established regional pedestrian facilities warrants a Development Agreement Modification and support of the proposed development.

IV. DECISION

A. Staff:

Staff recommends approval of the modification to the DA (Inst. #106141056) as recommended by Staff’s analysis above and with the specific changes below.

B. The Meridian City Council heard this item on May 25, 2021. At the public hearing, the Council moved to approve the subject Development Agreement Modification request.

1. Summary of the City Council public hearing:

- a. In favor: Hethe Clark, Applicant Representative;
- b. In opposition: None
- c. Commenting: Hethe Clark; Mark Sindell, Project Architect; Tiina Ritval, Project Architect;
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by City Council:

- a. Will the amended DA be tied to the submitted site plan? – Yes.
- b. Clarification on what spaces will be allowed for cross-parking in the overall Grammercy development.
- c. Clarification on the proposed DA provision language change and the term “joint-use facilities.”

4. City Council change(s) to Commission recommendation:

- a. Work with Planning and Legal Staff to ensure proper language on the DA provision requested to be revised by the Applicant.

V. EXHIBITS

A. Development Agreement provisions from the existing DA (Inst. #106141056):

**Existing Provisions:**

**5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. "Owner/Developer" shall develop the "Property" in accordance with the following special conditions:

DEVELOPMENT AGREEMENT (AZ.06-021) KENAI SUBDIVISION

PAGE 3 OF 11

## EXHIBIT A

1. All future uses shall not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
2. That all future development of the subject property shall be consistent with the owner/developer's conceptual plan unless otherwise modified by other provisions of the Development Agreement.
3. That all future development of the subject property shall be constructed in accordance with City of Meridian ordinances in effect at the time of development.
4. That all future uses and lots on this site shall conform to the District Regulations and Allowed Uses contained in the Unified Development Code (UDC), in effect at the time of development.
5. That the owner/developer will be responsible for all costs associated with the sewer and water service extension.
6. That any existing domestic wells and/or septic systems within this project will have to be removed from their domestic service, per City Ordinance Section 5-7-517, when services are available from the City of Meridian. Wells may be used for non-domestic purposes such as landscape irrigation.
7. That development of the residential and commercial lots, along with the orientation and relationship to the street, particularly the auto court, shall comply substantially with the submitted sample elevations and materials list in Exhibit A of the staff report for the hearing date of June 27, 2006.
8. That prior to the issuance of any certificate of zoning compliance all landscaping shall be constructed along the southern and northern property boundaries to the point of connection with adjoining projects. The commercial/office lots should include either a permanent easement or be redesigned to include landscaping in common lots along Overland Road
9. That the maximum square footage of one single building without design review shall be 60,000 square feet or a maximum of 40' in height.
10. That the owner/developer shall coordinate with the Meridian Parks Department and Nampa Meridian Irrigation District to define the location of the multiuse pathway, bridge maintenance, and landscaping along the Ridenbaugh Canal and along the western property boundary to the area where the proposed R-15 zone transitions to the C-G zone. The pathway shall then connect to the proposed detached sidewalks along S. Kenai Way and continue internally through the site to connect with E. Overland Road.
11. That the owner/developer shall comply with all design and maintenance standards as defined by UDC 11-3A-8 unless specifically waived by the Meridian City Council.
12. That the owner/developer shall coordinate with the Meridian Parks Department the transfer by dedication of the 2.035 acre addition to Kiwanis Park. The owner/developer shall also be responsible for all costs of dedication, construction, landscaping, and pathway construction as agreed upon.

EXHIBIT A

**Staff’s Recommended Changes:**

**Strike 5.1.9** – Current development code requires Administrative Design Review for new multi-family residential and new commercial so it is not necessary to dictate other parameters.

**Staff does not recommend any other changes to the existing provisions for this site as this DA and these provisions encompass a much larger area than the three subject sites.**

**Add Provision:** “Future development of the proposed age restricted multi-family development on the subject C-G zoned properties shall be substantially consistent with the approved site plan, unit count, open space and amenities, and future approved elevations (the submitted elevations are not approved; future elevations will be reviewed via Administrative Design Review with a future Certificate of Zoning Compliance application for the overall site development).”

**Add provision:** “The multi-family units within this project shall be age-restricted to 55 years and older, per the Applicant’s proposal.”

**Add provision:** “Applicant shall connect to the regional pathway system along the southern property boundary by constructing at least one (1) pedestrian crosswalk across the drive aisle with either stamped concrete, brick pavers, or similar to clearly delineate the pedestrian connection to the pathway system.”

**Add provision:** “Future development of the northernmost property (1873 S. Wells Avenue; Parcel # R3238510240) shall NOT include any multi-family development and shall be limited to commercial uses (including vertically integrated development) unless a future ~~Rezone~~ application is ~~applied for~~ made to allow single family dwellings residential development. The foregoing shall not preclude the joint use of parking areas and utility installations by the subject property and Parcel R3238510240. The An updated concept plan for these three parcels shall be updated when Parcel R3238510240 may be required when it develops if such proposal is inconsistent with existing approvals in the future.”

**Add provision:** “Prior to Certificate of Zoning Compliance approval, a Property Boundary Adjustment shall be obtained by the Applicant to reconfigure the lots consistent with the proposed site plan.”

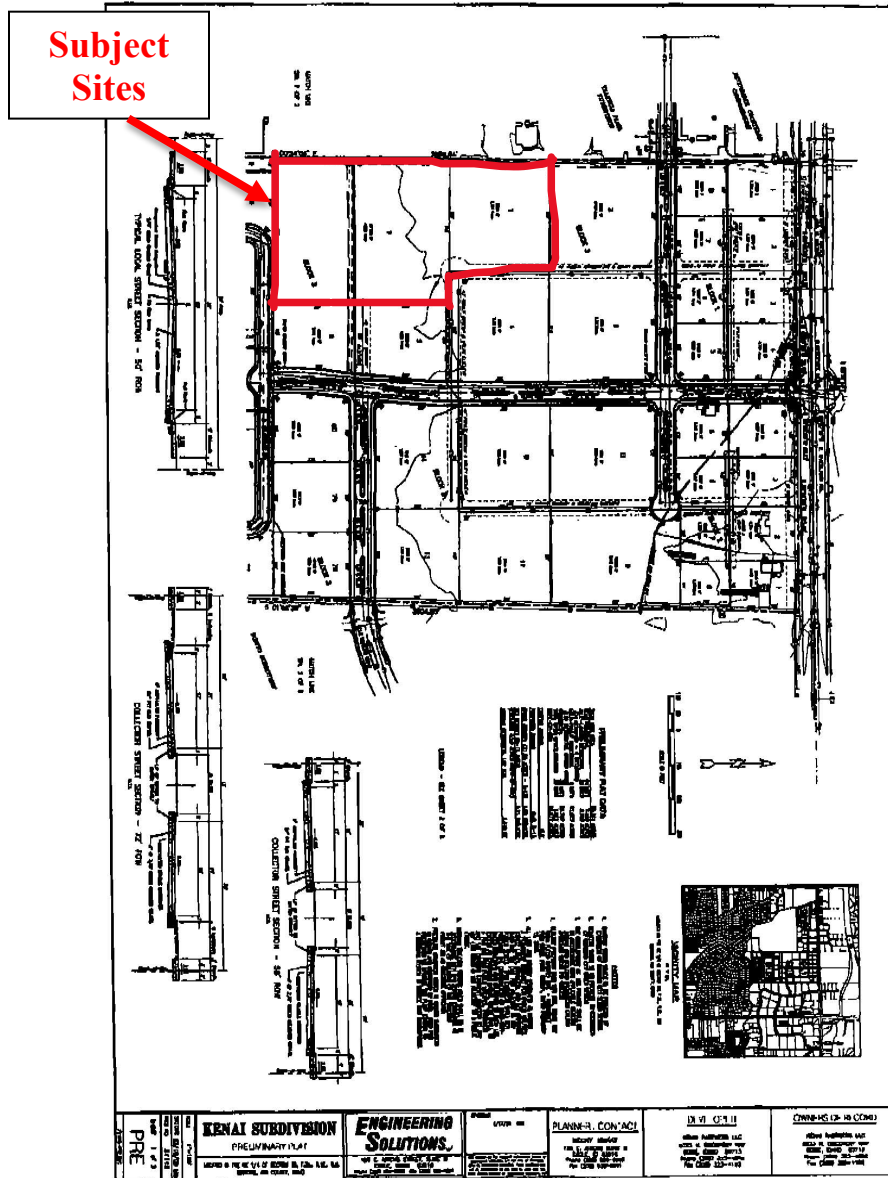
EXHIBIT A

B. Existing DA Concept Plan (Preliminary Plat):

CITY OF MERIDIAN PLANNING DEPARTMENT STAFF REPORT FOR THE HEARING DATE OF 6/27/2006

Exhibit A1: Preliminary Plat dated ~~March 10~~ Revised June 27, 2006

POOR COPY

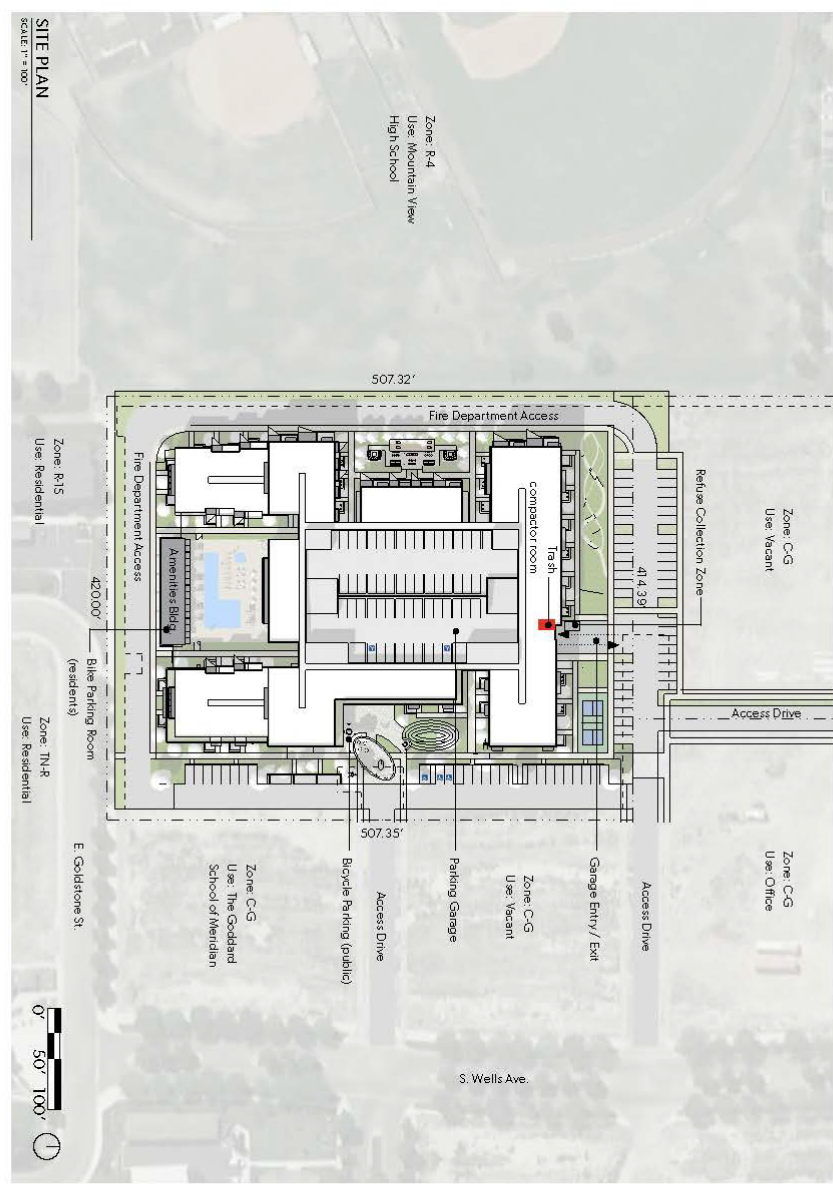


Kenai Subdivision  
Exhibit A Page 1

EXHIBIT A

C. Proposed Development Plans:

SECTION 03 | SITE PLAN



Gamergy Commons | Meridan, ID | Conditional Use Permit Application | 03.23.2021

PROJECT DATA

Current & Proposed Zone: C-G

PARKING	
Required:	
2 Bedroom (2/unit):	112
1 Bedroom (1.5/unit):	162
Guest Parking (Future Requirement):	16
<b>Total Parking Required:</b>	<b>290</b>
Provided:	
Garage (standard):	212
Garage (accessory):	8
Surface (standard):	68
Surface (accessible):	3
<b>Total Parking Provided:</b>	<b>291</b>
Bicycle Parking:	
Required:	12
Provided:	12
(Additional secure bike parking to be provided, size TBD)	
Building Size:	175,087 sq ft
Garage Size:	112,516 sq ft
Total Gross Building Area:	287,603 sq ft
Lot Size:	211,702 sq ft

EXHIBIT A

SECTION 05 | CONTEXT VIEW



SECTION 07 | LANDSCAPE PLAN



PROJECT INFORMATION

There are no existing natural features, existing buildings, or existing trees with trunks greater than 4 inches on the site.

Street Trees: see Tree Species Mix

Street Buffers: n/a

Parking lot perimeter landscape strip: 10'

Buffer width between different land uses: 10'

Number of parking stalls and percent of parking area with internal landscaping: 71 surface stalls located along internal circulation routes, no more than 12 stalls between landscaping

Total number of trees and tree species mix: 94 (see Tree Species Mix)

- 1 Entry Plaza
- 2 South Courtyard
- 3 Sunset Terrace
- 4 Community Garden
- 5 Recreation Court
- 6 Garage Entry & Service Court
- 7 Fire Department Access
- 8 8' x 10' Residential Patio Typ.
- 9 Pedestrian Connection to Gordon Harris Park
- 10 Pedestrian Connection to existing residential



EXHIBIT A

D. Conceptual Building Elevations: (NOT APPROVED)

SECTION 04 | ELEVATIONS



SECTION 04 | ELEVATIONS



EXHIBIT A

SECTION 06 | PERSPECTIVE VIEWS



Gramercy Commons | Meridian, ID | Conditional Use Permit Application | 03.23.2021

GGLO 10

SECTION 06 | PERSPECTIVE VIEWS



Gramercy Commons | Meridian, ID | Conditional Use Permit Application | 03.23.2021

GGLO 11



## AGENDA ITEM

**ITEM TOPIC:** City of Meridian Financial Report - May 2021

# CITY of MERIDIAN FINANCE REPORT May 2021 - FY21

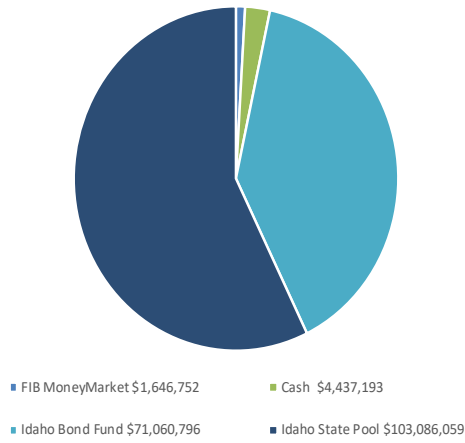
Report	PAGE #
Investment Graphs	2
Fund Balance	3



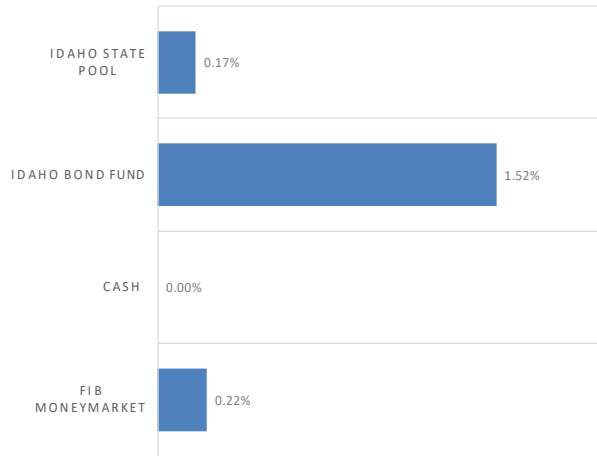
As of May 31, 2021



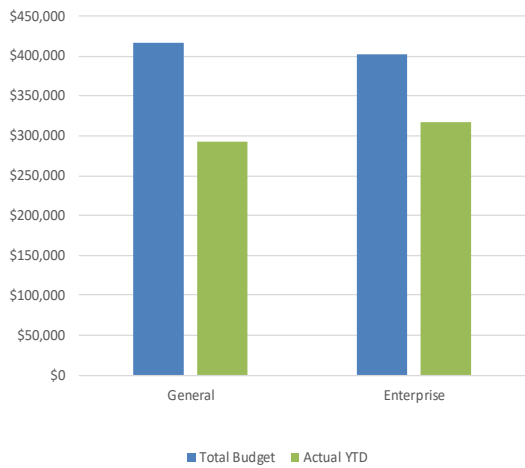
City of Meridian Investment Portfolio



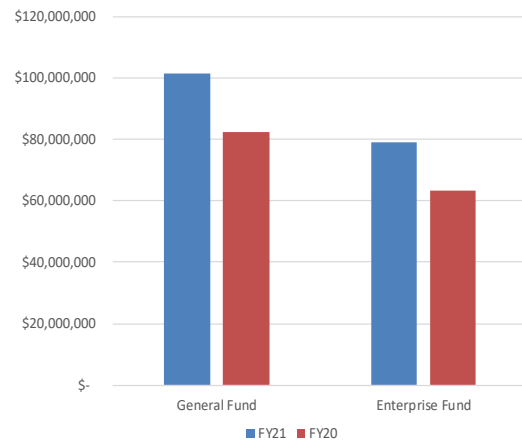
CITY OF MERIDIAN INVESTMENT PORTFOLIO YIELD BY INVESTMENT TYPE



City of Meridian Interest/Investment Income by Major Fund



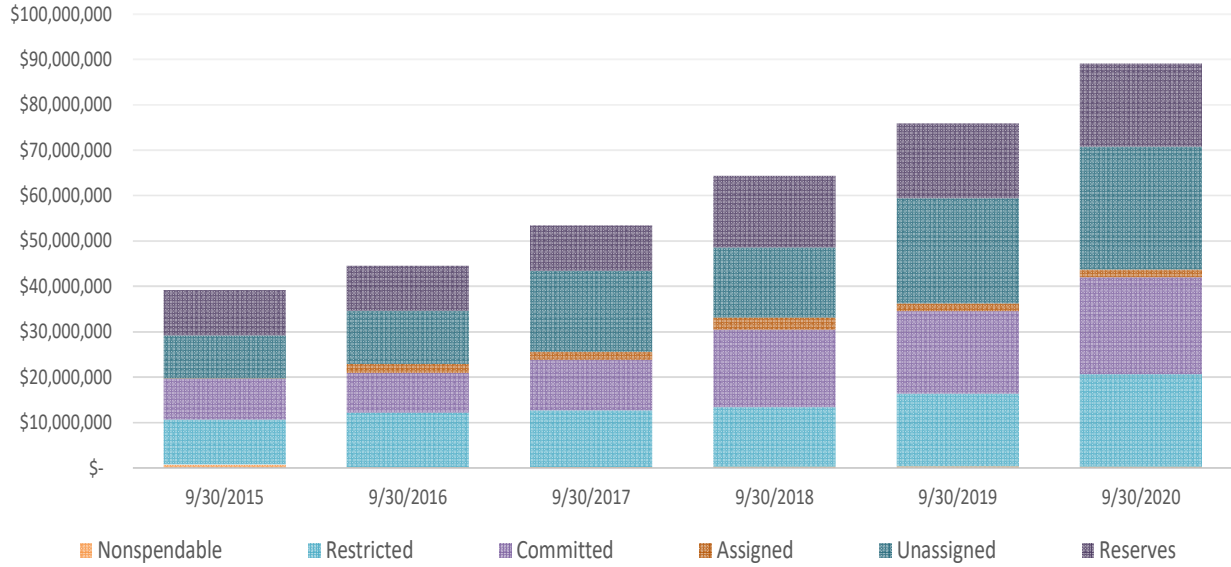
City of Meridian Cash/Investments Balance by Major Fund



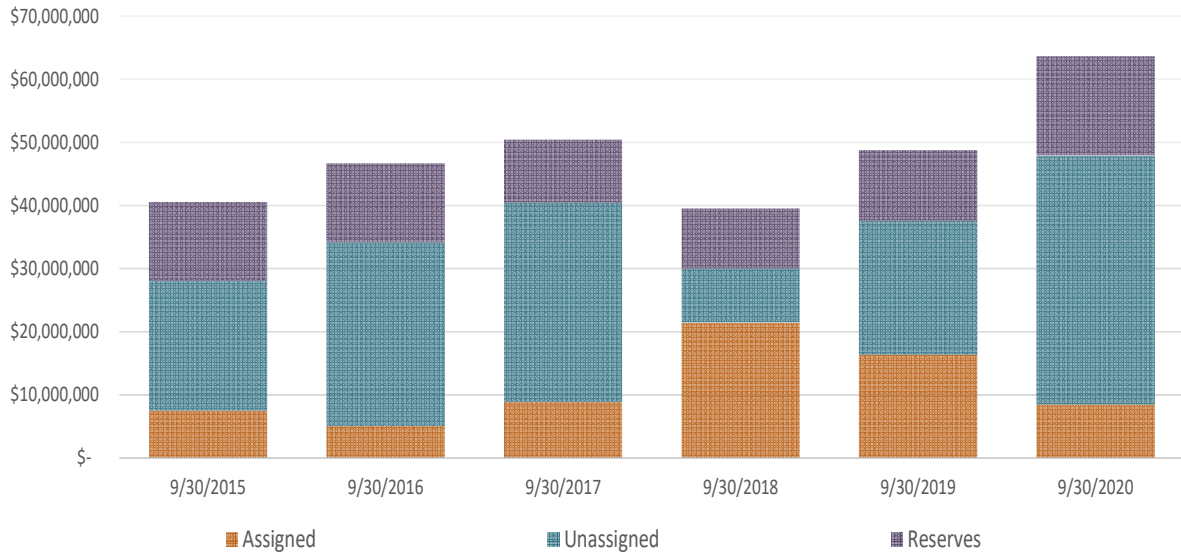


May 2021 - FY21

### GENERAL FUND BALANCE ALLOCATIONS



### ENTERPRISE FUND BALANCE ALLOCATIONS





## AGENDA ITEM

**ITEM TOPIC:** Fire Department: Fiscal Year 2021 Budget Amendment in the Amount of \$10,000.00 for Public Education



# MEMO TO CITY COUNCIL

## Request to Include Topic on the City Council Agenda

**From:** Meridian Fire **Meeting Date:** June 15, 2021  
**Presenter:** Pam Orr/Chief Blume **Estimated Time:** 5 to 7 minutes  
**Topic:** Fire Dept Public Education Budget Amendment

### Recommended Council Action:

The Meridian Fire Department is the recipient of citizen donations, and a donation from Light My Fire Inc, in the amount of \$12,000 for a total amount of \$15,045.00. Meridian Fire has also generated funds in the amount of \$1,450.00 from providing CPR courses. We are requesting a budget amendment to move these donations and revenue to our Public Education Division to purchase educational items needed for fire prevention efforts. We are also asking the City to match the LMF, Inc donation in an amount up to \$10,000, per the MOU dated October 23<sup>rd</sup>, 2018, between the City and LMF, Inc.

CPR Revenue	\$1,450
Donations	\$15,045
City Match	\$10,000
 Total Amendment	 \$26,495



### City of Meridian FY2021 Budget Amendment Form



Please only complete the fields highlighted in Orange.

#### Personnel Costs

Full Time Equivalent (FTE): \_\_\_\_\_

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2290	41200	0	Wages	
01	2290	41206	0	PT/Seasonal Wages	
01	2290	41210	0	Overtime	
01	2290	41304	0	Uniform Allowance	
01	2290	42021	0	FICA	\$ -
01	2290	42022	0	PERSI	\$ -
01	2290	42023	0	Worker's Comp	\$ -
01	2290	42025	0	Employee Insurance	\$ -
<b>Total Personnel Costs</b>					<b>\$ -</b>

#### Amendment Details

Title: Fire Public Education Budget Amendment  
 Department Name: Fire  
 Presenting Department Name: Fire  
 Department #: 2290  
 Primary Funding Source: 1  
 CIP#: \_\_\_\_\_  
 Project #: \_\_\_\_\_

#### Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	2290	54000	0	Equipment	\$ 10,000		\$ 10,000
01	2290	57400	0	Advertising/Promotional	\$ 16,495		\$ 16,495
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
01	2290		0				\$ -
<b>Total Operating Expenditures</b>					<b>\$ 26,495</b>	<b>\$ -</b>	<b>\$ 26,495</b>

Is this for an Emergency?  Yes  No  
 New Level of Service?  Yes  No

Clerks Office Stamp

Date of Council Approval \_\_\_\_\_

#### Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2290		0		
01	2290		0		
01	2290		0		
01	2290		0		
01	2290		0		
01	2290		0		
<b>Total Capital Outlay</b>					<b>\$ -</b>

#### Acknowledgement

Date

[Signature] 6/15/21  
 Department Director

**APPROVED**  
 By Todd Lavoie at 2:16 pm, Jun 17, 2021

6-16-21

Chief Financial Officer  
**APPROVED Liz Strader 4:00 p.m. 6/17/2021**

#### Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210	34950		Revenue from CPR Costs	\$ 1,450
01	2290	34800	0	Donations	\$ 15,045
01	0		0		
<b>Total Revenue/Donations</b>					<b>\$ 16,495</b>

Council Liaison  
[Signature] 6-19-21  
 Mayor

**Total Amendment Request \$ 10,000**

### City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Title:	Department Name:
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Fire Public Education Budget Amendment</b>  <i>Instructions for Submitting Budget Amendments:</i> > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager	Fire
Operating	\$ 26,495	\$ -	\$ -	\$ -	\$ -		
Capital	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total</b>	<b>\$ 26,495</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Total Estimated Project Cost:</b>							<b>\$ 26,495</b>

**Evaluation Questions**

Please answer all Evaluation Questions using the financial data referenced above.

<b>1. Describe what is being requested?</b>	Budget amendment in the total amount of \$26,495. \$16,495 has been received in the form of donations to the Fire Education program and from revenue generated by the CPR program. \$10,000 is also requested from the City of Meridian as matching funds per agreement with Light My Fire, Inc. (Light My Fire donation was \$12,000.00) Funds received will purchase public education equipment, tools, training equipment, and promotional items used for fire education.
<b>2. Why was this budget request not submitted during the current fiscal year budget cycle?</b>	Revenue from donations and amount that would be donated was not foreseen.
<b>3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?</b>	Intent of donations received are for Fire public education efforts during this current fiscal year.
<b>4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.</b>	Donations, and income recieved from the CPR Courses offered by Meridian Fire Public Education Division. City match of up to \$10,000 per agreement with Light My Fire, Inc.
<b>5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?</b>	Yes
<b>6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.</b>	No
<b>7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)</b>	no
<b>8. Is the amendment going to result in the disposal of an asset? (Yes or No)</b>	no
<b>9. Any additional comments?</b>	Donations received by citizens and Light My Fire are intended for use to support the Meridian Fire Public Education efforts including the Car Seat, Smoke Alarm, and Medic programs.

**Total Amendment Request \$ 10,000**

*Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.*



# MEMO TO CITY COUNCIL

## Request to Include Topic on the City Council Agenda

**From:** Meridian Fire **Meeting Date:** June 15, 2021  
**Presenter:** Pam Orr/Chief Blume **Estimated Time:** 5 to 7 minutes  
**Topic:** Fire Dept Public Education Budget Amendment

### Recommended Council Action:

The Meridian Fire Department is the recipient of citizen donations, and a donation from Light My Fire Inc, in the amount of \$12,000 for a total amount of \$15,045.00. Meridian Fire has also generated funds in the amount of \$1,450.00 from providing CPR courses. We are requesting a budget amendment to move these donations and revenue to our Public Education Division to purchase educational items needed for fire prevention efforts. We are also asking the City to match the LMF, Inc donation in an amount up to \$10,000, per the MOU dated October 23<sup>rd</sup>, 2018, between the City and LMF, Inc.

CPR Revenue	\$1,450
Donations	\$15,045
City Match	\$10,000
 Total Amendment	 \$26,495

**City Of Meridian**  
 Posted General Ledger Transactions - GL Transaction Detail Report - Brad

F., C.,	De... Code	G/L Code	Proj... Code	Effective Date	Transaction Description	ID	Amount	Session ID	Document Number
01	2210	34950	0000	10/7/2020	Parks - Recl export: 10/7/2020 for dept Parks	PARKS DEPT	(50.00)	CR21-018	10/7/202...
01	2210	34950	0000	12/24/2020	Parks-Recl export for Parks on 12/24/2020	PARKS DEPT	(50.00)	CR21-196	12/24/20...
01	2210	34950	0000	12/31/2020	Parks - Recl export: 12/31/2020 for dept Parks	PARKS DEPT	(50.00)	CR21-210	12/31/20...
01	2210	34950	0000	1/2/2021	Parks-Recl export for Parks on 1/2/2021	PARKS DEPT	(200.00)	CR21-210	01/02/20...
01	2210	34950	0000	1/4/2021	Parks - Recl export: 1/4/2021 for dept Parks - CC Refunds for CPR First Aid Class, #24703372, 24703238	PARKS DEPT	150.00	CR21-217	1/4/2021...
01	2210	34950	0000	1/5/2021	Parks - Recl export: 1/5/2021 for dept Parks - CC Refund, #24714559, B. Tipton	PARKS DEPT	50.00	CR21-219	1/5/2021...
01	2210	34950	0000	2/1/2021	Parks - Recl export: 2/1/2021 for dept Parks - CC Refunds, #25079959, #25079796, J. McDonald, J. Edwards	PARKS DEPT	100.00	CR21-281	2/1/2021...
01	2210	34950	0000	2/16/2021	Parks - Recl export: 2/16/2021 for dept Parks	PARKS DEPT	(600.00)	CR21-318	2/16/202...
01	2210	34950	0000	3/1/2021	Parks - Recl export: 3/1/2021 for dept Parks - CC Refund, #25516372, E. Hutchison	PARKS DEPT	50.00	CR21-359	3/1/2021...
01	2210	34950	0000	3/3/2021	Parks - Recl export: 3/3/2021 for dept Parks - CC refund, #25574004, T. Rager	PARKS DEPT	50.00	CR21-366	3/3/2021...
01	2210	34950	0000	3/4/2021	Parks - Recl export: 3/4/2021 for dept Parks	PARKS DEPT	(100.00)	CR21-370	3/4/2021...
01	2210	34950	0000	4/10/2021	Parks-Recl export for Parks on 4/10/2021	PARKS DEPT	(200.00)	CR21-484	4/10/202...
01	2210	34950	0000	4/13/2021	Parks - Recl export: 4/13/2021 for dept Parks	PARKS DEPT	(50.00)	CR21-495	4/13/202...

Item #10.

**City Of Meridian**  
Posted General Ledger Transactions - GL Transaction Detail Report - Brad

F.. C..	De... Code	G/L Code	Proj... Code	Effective Date	Transaction Description	ID	Amount	Session ID	Document Number
01	2210	34950	0000	4/16/2021	Parks - Recl export: 4/16/2021 for dept Parks	PARKS DEPT	(50.00)	CR21-506	4/16/202...
01	2210	34950	0000	4/26/2021	Parks - Recl export: 4/26/2021 for dept Parks	PARKS DEPT	(300.00)	CR21-532	4/26/202...
01	2210	34950	0000	5/3/2021	Parks - Recl export: 5/3/2021 for dept Parks	PARKS DEPT	(100.00)	CR21-553	5/3/2021...
01	2210	34950	0000	6/4/2021	Parks - Recl export: 6/4/2021 for dept Parks	PARKS DEPT	(100.00)	CR21-650	6/4/2021...
<b>Report Total</b>							<b>(1,450.00)</b>		

**City Of Meridian**  
**Posted General Ledger Transactions - GL Transaction Detail Report - Brad**

F.. C..	De... Code	G/L Code	Proj... Code	Effective Date	Transaction Description	ID	Amount	Session ID	Document Number
01	2290	34800	0888	6/14/2021	Light My Fire: Donation to Meridian Fire Public Ed Check # 1376	LIGHT MY FIRE, INC.	(12,000.00)	RCPT-0108	32141
01	2290	34800	10457	2/1/2021	Jean Fuller: Donation to Pub Ed CPR & Medic Program	FULLER, JEAN	(2,000.00)	CR21-282	32043
01	2290	34800	2210	10/1/2020	Gloria Stanton: Donation to Pub Ed Smoke Alarm Program, cash	STANTON, GLORIA	(40.00)	CR21-006	32017
01	2290	34800	2210	10/5/2020	Return at the Bank 10/5/20 - Fire Donation, Sally Sutton, ck# 166 - Orig CR21-003 9/29/20	FIB	25.00	CR21-019	1378
01	2290	34800	2210	11/5/2020	Christina Warner: Donation to Pub Ed Smoke Alarm Program, pd cash	WARNER, CHRISTINA	(20.00)	CR21-088	32022
01	2290	34800	2210	11/10/2020	Barbara Howe: Donation to Pub Ed Smoke Alarm Program, cash	HOWE, BARBARA	(50.00)	CR21-098	32023
01	2290	34800	2210	11/10/2020	Brenda Arntz: Donation to Pub Ed Smoke Alarm Program, cash	ARNTZ, BRENDA	(20.00)	CR21-098	32025
01	2290	34800	2210	11/10/2020	Thomas Ginther: Donation to Pub Ed Smoke Alarm Program, ck# 1233	GINTHER, THOMAS	(50.00)	CR21-098	32024
01	2290	34800	2210	12/17/2020	Carolyn Klein: Donation to Fire Pub Ed Smoke Alarm Program, CK# 10638	KLEIN, CAROLYN	(25.00)	CR21-183	32033
01	2290	34800	2210	12/24/2020	Brenda Fitzsimons: Donation to Fire Pub Ed Smoke Alarm Program, ck# 453	FITZSIMO..., BRENDA	(50.00)	CR21-197	32036
01	2290	34800	2210	1/22/2021	Marilyn Lewis: Donation to Fire Pub Ed Smoke Alarm Program, ck# 3223	LEWIS, MARILYN	(100.00)	CR21-259	32041
01	2290	34800	2210	2/9/2021	Lovey Bremer: Pub Ed Smoke Alarm Program Donaton, cash	BREMER, LOVEY	(50.00)	CR21-305	32044

**City Of Meridian**  
 Posted General Ledger Transactions - GL Transaction Detail Report - Brad

F.. C..	De... Code	G/L Code	Proj... Code	Effective Date	Transaction Description	ID	Amount.	Session ID	Document Number
01	2290	34800	2210	3/17/2021	Valerie Thomas: Donation to Fire Pub Ed smoke alarm program, ck# 2996		(50.00)	RCPT-0068	32124
01	2290	34800	2210	3/18/2021	William Bastian: Donation to Fire Pub Ed Smoke Alarm Program, cash	BASTIAN, WILLIAM	(20.00)	CR21-414	32125
01	2290	34800	2210	3/24/2021	Lorraine Brown: Donation to Fire Pub Ed Smoke Alarm Program, ck# 8997	BROWN, LORRAINE	(100.00)	CR21-436	32127
01	2290	34800	2210	3/24/2021	Shirley Smith: Donation to Fire Pub Ed Smoke Alarm Program, ck# 7566	SMITH, SHIRLEY	(25.00)	CR21-436	32128
01	2290	34800	2210	4/1/2021	Sharyn Wilson: Fire Pub Ed Smoke Alarm Donation, ck# 8938	WILSON, SHARYN	(50.00)	CR21-462	32129
01	2290	34800	2210	4/23/2021	Richard Christensen: Cash donation to PUB ED Smoke Alarm Program, pd cash		(20.00)	RCPT-0082	32132
01	2290	34800	2210	5/14/2021	Shirley Schey Donation to Public Education Smoke Alarm Program Check #53		(50.00)	RCPT-0093	32134
01	2290	34800	2210	5/26/2021	Christian Warner: Pub Ed smoke alarm program donation, ck# 9791	WARNER, CHRISTINA	(200.00)	RCPT-0099	32136
01	2290	34800	2210	5/26/2021	R Fredericksen: Pub Ed Smoke Alarm Program Donation, ck# 6300		(25.00)	RCPT-0099	32135
01	2290	34800	2210	6/3/2021	Karen Stoke: Cash donation to PubEd Smoke Alarm Program, cash	STOKES, KAREN	(20.00)	RCPT-0102	32137
01	2290	34800	2210	6/9/2021	Judith Imhoff, Donation to Public Education Smoke Alarm Program Check #710		(35.00)	RCPT-0106	32139
01	2290	34800	5027	12/24/2020	Brenda Fitzsimons: Donation to Fire Pub Ed Car Seat Program, ck# 452	FITZSIMO... BRENDA	(25.00)	CR21-197	32035
01	2290	34800	5027	1/7/2021	Tammy Campbell: Donation to Pub Ed Car Seat Program, pd, cash	CAMPBELL, TAMMY	(20.00)	CR21-226	32039

**City Of Meridian**  
 Posted General Ledger Transactions - GL Transaction Detail Report - **Brad**

<u>Ent. C.</u>	<u>Debit Code</u>	<u>G/L Code</u>	<u>Proj. Code</u>	<u>Effective Date</u>	<u>Transaction Description</u>	<u>ID</u>	<u>Amount</u>	<u>Session ID</u>	<u>Document Number</u>
01	2290	34800	5027	3/5/2021	Sara Kelimoff: Fire Pub Ed Car Seat Program Donation, ck#1638	KELIMOFF, SARA	(20.00)	CR21-374	32047
01	2290	34800	5027	3/18/2021	Kimberly Adams: Donation to Fire Pub Ed Carseat Program, cash	ADAMS, KIMBERLY	(40.00)	CR21-414	32126
<b>Report Total</b>							(15,080.00)		





## AGENDA ITEM

**ITEM TOPIC:** Police Department: Fiscal Year 2021 Budget Amendment in the Amount of \$27,405.00 for Traffic Team Motorcycle Replacement



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Police Department **Meeting Date:** July 6, 2021  
**Presenter:** Lt. Leslie **Estimated Time:** 10 Minutes  
**Topic:** PD Budget Amendment for Traffic Team Motorcycle Replacement

---

### Recommended Council Action:

Sign off on Budget Amendment

### Background:

This motorcycle is listed for replacement on the FY22 police budget, however the bike is unable to be used until then. If we replace it now the bike should be road ready by September and the traffic team will be able to use it for a couple of months before winter.

City of Meridian FY2021 Budget Amendment Form



Please only complete the fields highlighted in Orange.

Personnel Costs

Full Time Equivalent (FTE): \_\_\_\_\_

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110	41200	0	Wages	
01	2110	41206	0	PT/Seasonal Wages	
01	2110	41210	0	Overtime	
01	2110	41304	0	Uniform Allowance	
01	2110	42021	0	FICA	\$ -
01	2110	42022	0	PERSI	\$ -
01	2110	42023	0	Worker's Comp	\$ -
01	2110	42025	0	Employee Insurance	\$ -
<b>Total Personnel Costs</b>					<b>\$ -</b>

Amendment Details

Title: Motorcycle Replacement Traffic Team  
 Department Name: Police  
 Presenting Department Name: Police  
 Department #: 2110  
 Primary Funding Source: 1  
 CIP#: \_\_\_\_\_  
 Project #: \_\_\_\_\_

Is this for an Emergency?  Yes  No  
 New Level of Service?  Yes  No

Clerks Office Stamp

Date of Council Approval \_\_\_\_\_

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
01	2110		0				\$ -
<b>Total Operating Expenditures</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110	94100	0	Capital Vehicle	\$ 27,405
01	2110		0		
01	2110		0		
01	2110		0		
01	2110		0		
01	2110		0		
<b>Total Capital Outlay</b>					<b>\$ 27,405</b>

Acknowledgement

Date

Troy B. Bonar 3038 06/22/2021  
 Department Director

**APPROVED**  
 By Todd Lavoie at 11:09 am, Jun 22, 2021

BP 6/22/21

Chief Financial Officer

Approved Luke Cavener 11:59 a.m. 6/22/2021

Council Liaison

[Signature] 6-22-21  
 Mayor

**Total Amendment Request \$ 27,405**

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2110		0		
01	2110		0		
01	2110		0		
<b>Total Revenue/Donations</b>					<b>\$ -</b>

### City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Title:	Department Name:	Police
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager		
Operating	\$ -	\$ -	\$ -	\$ -	\$ -			
Capital	\$ 27,405							
Total	\$ -	\$ 27,405	\$ -	\$ -	\$ -			
<b>Total Estimated Project Cost:</b>							<b>\$ 27,405</b>	

**Evaluation Questions**

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?  
 Traffic Team's Motorcycle. Unit #523 has significant mechanical problems. The cost to continue repairing the bike far exceeds the value. Repair costs are estimated to exceed \$7,000.

2. Why was this budget request not submitted during the current fiscal year budget cycle?  
 We could not predict this significant of a breakdown would occur, we planned to replace the bike in FY22 due to age, high mileage, and increased breakdowns.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?  
 This motorcycle is listed for replacement on the FY22 police budget, however the bike is unable to be used until then. If we replace it now the bike should be road ready by September and the traffic team will be able to use it for a couple of months before winter.

4. Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.  
 GF

5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?  
 Yes

6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.  
 No

7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No) No

8. Is the amendment going to result in the disposal of an asset? (Yes or No) Yes

9. Any additional comments?

**Total Amendment Request \$ 27,405**

*Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.*

Item #11.

### High Desert Harley Davidson

2310 E. Cinema Drive  
Meridian, ID 83642  
208-338-5599 FAX 208-338-5981  
1-800-688-4644

Date 06/10/2021 Customer No. 99060722

Purchaser CITY OF MERIDIAN Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone 911

I hereby agree to purchase from you, under the terms and conditions specified, the following:

STOCK NO.	Year	New or Used	MAKE	MODEL	IDENTIFICATION NUMBER
POLICE	2021	New	HARLEY	FLHTP	

Delivery of this vehicle is accepted by purchaser subject to approval by a financing institution and in the event of a credit report unacceptable to the financing institution, the purchaser will return the vehicle herein described immediately to the dealer.

The pay-off figure in this agreement is based upon the verbal representation of Buyer at the time of this agreement is executed. If, after confirmation of the pay-off amount by the financing institution, the pay-off figure is less than the amount in this agreement, Dealer agrees to refund to the Buyer the difference in cash. If the pay-off figure is greater than the amount in this agreement, Buyer agrees to pay the Dealer the difference in cash.

Buyer agrees this order is not transferable; and in the event this sale is not completed by the purchaser under the terms and conditions as described herein, earnest deposit and cash and/or vehicle will not be returned and be forfeited as liquidated damages.

If financing is required, the parties shall sign a conditional sales contract corresponding to the copy attached hereto. The parties agree that the said attached contract together with this agreement constitute one document, and further, that in the event of any conflict, the terms and conditions contained in the same conditional sales contract shall be controlling.

The front and the back of order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding, or promise, whatsoever will be recognized.

Buyer agrees to accept delivery and pay unpaid balance in cash or furnish credit rating acceptable to dealer and finance institution and execute retail installment contract in said amount plus below listed finance charge.

Base Price	\$17,190.75
Freight	\$435.00
Setup	\$350.00
Accessories	\$0.00
Doc Fee	\$399.00
30 Day Temp or Idaho Title Fee	\$14.00
Non Id. Tax Est/or 6% Idaho Sales Tax	\$0.00
Actual and/or Estimated Parts & Labor	\$9,016.09
Extended Service Plan	\$0.00
Paint Protection	\$0.00
Theft Protection	\$0.00
GAP Insurance	\$0.00
Tire+Wheel	\$0.00
Parts Promo Disc	\$0.00
Planned Maintenance	\$0.00

Lienholder:

NONE

TOTAL INCLUDING TAX AND LICENSE \$27,404.84

TOTAL DOWN PAYMENT \$0.00

TOTAL CASH DOWN

USED VEHICLE ALLOWANCE \$0.00 UNPAID BALANCE \$27,404.84

LESS BALANCE OWED \$0.00

TRADE IN EQUITY \$0.00

YEAR MAKE

BALANCE OWED TO:

SERIAL NO.

TOTAL INSURANCE PREMIUM AND SERVICE CONTRACT

Credit Life and Disability Insurance are NOT REQUIRED to be written in connection with this credit sale. Such insurance will only be provided if the Buyer to be insured is eligible therefor and signs the statement below: I WANT THE CREDIT INSURANCE ABOVE.

Signatures of Buyers to be Insured (Date)

TOTAL AMOUNT FINANCED-UNPAID BALANCE \$27,404.84

To be paid in 1 Equal Monthly Installments

of \$ 27,404.84 with the first payment due 06/10/2021

Signature \_\_\_\_\_

\$ 0.00 Finance Charge

For a total of \$ 27,404.84

DEFERRED PAYMENT PRICE

\$ \_\_\_\_\_

ANNUAL PERCENTAGE RATE

0.00 %

Accepted:

This is an offer only and is not binding upon the buyer or dealer until signed by customer and accepted by the manager or sales manager of dealer. It is agreed that there are no other warranties, express or implied, covering the vehicle sold hereunder other than those that are set forth in this order. If all consideration due is not received by the date(s) seller has option to make itself lienholder to secure debt.

SALES MANAGER \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ DATE 06/10/2021

SALESMAN'S NAME \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Item #11.



**Part Quote**  
 SOLD TO: MERIDIAN POLICE DEPT.  
 Date: 06/10/2021 3:28 PM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Retail	Ext Price	Bin
0	1	0	0	68000274	HD	KIT,LTG,SIDE MARKER,RED	\$335.95	\$265.56	
0	1	0	0	68000275	HD	KIT,LTG,SIDE MARKER,BLUE	\$335.95	\$265.56	
0	1	0	0	68000289	HD	KIT,LTG,PAR36,RED	\$269.95	\$229.46	K4
1	0	0	0	68000290	HD	KIT,LTG,PAR36,BLUE	\$269.95	\$229.46	K4
1	0	0	0	68000288	HD	KIT,LTG,LIGHT ARRAY	\$899.95	\$764.96	
0	1	0	0	71718-02	HD	AUXILIARY ON/OFF SWITCH KIT	\$19.95	\$16.96	SW14
0	1	0	0	70255-02B	HD	KIT-HOUSING,RH/AUX ACY/CHRM	\$39.95	\$33.96	
1	0	0	0	68000170	HD	KIT-MNTG,FOG LT,TOURING W/LWRS	\$54.95	\$46.71	K4
0	1	0	0	69202610	HD	KIT,HARNWRG,PWR INP,POCE	\$19.95	\$16.96	
0	1	0	0	68000279	HD	KIT,LTG,POLICE SPLICE BOX	\$49.95	\$42.46	
0	1	0	0	76001039	HD	KIT,INFOT,POCE AUD,W/SVCE CONN	\$1,168.95	\$993.61	
0	1	0	0	69202193	HD	ELEC MISC CMPNT,AMP	\$28.23	\$24.00	
0	1	0	0	53000712DH	HD	KIT,T-PAK,POCE,W/EMER LTG,SLD	\$1,299.00	\$1,104.15	
0	1	0	0	68000137	HD	KIT-EMERGENCY LIGHT,TOUR-PAK	\$89.37	\$75.96	
0	1	0	0	53196-09	HD	POLICE T-P ADAPTER PLATE KIT	\$109.95	\$93.46	M3
3	0	0	0	68000277	HD	KIT,LTG,TOUR PACK EMER,1,RED,B	\$875.85	\$744.48	K4
0	4	0	0	68000286	HD	KIT,LTG,TOUR PACK EMER,3	\$615.80	\$523.44	
0	1	0	0	68000278	HD	KIT,LTG,TOUR PACK EMER,2,RED,B	\$460.95	\$391.81	
0	3	0	0	69201092	HD	HARNESS,SPKR INTRCNCT,STAGE 2	\$162.51	\$138.12	
0	1	0	0	94000837	HD	MANUAL,SVCE,POLICE,ENGLISH	\$129.95	\$110.46	
0	1	0	0	94000834	HD	MANUAL,SVCE,TOURING,ENGLISH	\$129.95	\$110.46	
0	1	0	0	94000843	HD	MANUAL,ELEC DIGN,TOURING,ENGLI	\$60.69	\$51.59	

Subtotal \$7,427.70  
 Less Discount (\$1,114.11)  
 Sales Tax \$0.00  
 Quote Total \$6,313.59

MERIDIAN POLICE DEPT. 2021

labor 2702.50

9016.09

Less books on unit #2  
 (\$272.51)

\$27,132.33

(This is not an Invoice)



## AGENDA ITEM

**ITEM TOPIC:** Parks and Recreation Department: Fiscal Year 2021 Budget Amendment in the Amount of \$13,360.00 for Homecourt Staffing



Mayor Robert E. Simison

**City Council Members:**

Treg Bernt  
Joe Borton  
Luke Cavener

Brad Hoaglund  
Jessica Perreault  
Liz Strader

June 15, 2021

**MEMORANDUM**

TO: Mayor Robert Simison & Councilmembers

FROM: Garrett White, Recreation Manager, MPR Dept.

RE: Homecourt Staffing Request

**Background**

As you are aware, we have a difficult time keeping the part-time positions filled, causing us to constantly be short staffed. On May 11<sup>th</sup>, Council approved the conversion of two part-time positions to one full-time position and at that time we noted that we would like to convert a second set of part-time positions to a full-time position through the FY22 budget process. Also on May 11<sup>th</sup>, we noted that we have hired 17 part-time employees over the past 4 years. Between May 11<sup>th</sup> and now, we have lost two more part-time employees to full-time work elsewhere leaving us short staffed.

**Proposal**

To maintain staff consistency, stability and to obtain more invested employees, we are seeking approval to covert two (2) of our part-time positions into one full-time position. If approved, this will add \$26,720 to the ongoing facility operations budget for FY22 and beyond. Because of the turnover in this position, we have the salary savings in the current fiscal year to cover the additional cost for the rest of FY21.





Mayor Robert E. Simison

**City Council Members:**

Treg Bernt  
Joe Borton  
Luke Cavener

Brad Hoaglund  
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June 15, 2021

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**FROM:** Garrett White, Recreation Manager, MPR Dept.  
**RE:** Homecourt Staffing Request

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**Proposal**

To maintain staff consistency, stability and to obtain more invested employees, we are seeking approval to covert two (2) of our part-time positions into one full-time position. If approved, this will add \$26,720 to the ongoing facility operations budget for FY22 and beyond. Because of the turnover in this position, we have the salary savings in the current fiscal year to cover the additional cost for the rest of FY21.

Item #12.

6/15/2021 3:41 PM

### City of Meridian FY2021 Budget Amendment Form



#### Personnel Costs

Full Time Equivalent (FTE): 1.0

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130	41200	0	Wages	\$ 16,546
01	5130	41206	0	PT/Seasonal Wages	\$ (12,418)
01	5130	41210	0	Overtime	
01	5130	41304	0	Uniform Allowance	
01	5130	42021	0	FICA	\$ 316
01	5130	42022	0	PERSI	\$ 1,976
01	5130	42023	0	Worker's Comp	\$ 140
01	5130	42025	0	Employee Insurance	\$ 6,800
<b>Total Personnel Costs</b>					<b>\$ 13,360</b>

Please only complete the fields highlighted in Orange.

#### Amendment Details

Title: Homecourt 2 Part-Time to 1 Full Time  
 Department Name: Parks & Recreation  
 Presenting Department Name: Parks & Recreation  
 Department #: 5130  
 Primary Funding Source: 1  
 CIP#: \_\_\_\_\_  
 Project #: \_\_\_\_\_

Is this for an Emergency?  Yes  No  
 New Level of Service?  Yes  No

Clerks Office Stamp

Date of Council Approval \_\_\_\_\_

#### Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
01	5130		0				\$ -
<b>Total Operating Expenditures</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

#### Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
01	5130		0		
<b>Total Capital Outlay</b>					<b>\$ -</b>

#### Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	5130		0		
01	5130		0		
01	5130		0		
<b>Total Revenue/Donations</b>					<b>\$ -</b>

Acknowledgement

Date

[Signature] 6/15/21  
 Department Director

[Signature] 6-17-21 MY  
 Chief Financial Officer

[Signature] 6-15-21  
 Council Liaison

[Signature] 6-19-21  
 Mayor

**Total Amendment Request \$ 13,360**

## City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Department Name: <u>Parks &amp; Recreation</u>
Personnel	\$ 13,360	\$ 26,720	\$ 26,720	\$ 26,720	\$ 26,720	<b>Title: <u>Homecourt 2 Part-Time to 1 Full Time</u></b> <i>Instructions for Submitting Budget Amendments:</i> > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ 13,360</b>	<b>\$ 26,720</b>	<b>\$ 26,720</b>	<b>\$ 26,720</b>	
<b>Total Estimated Project Cost: \$ 120,240</b>						

### Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

<b>1. Describe what is being requested?</b> Parks would like to convert 2 part time homecourt staff into 1 full time Homecourt Site Supervisor.	
<b>2. Why was this budget request not submitted during the current fiscal year budget cycle?</b> This budget request to convert part time into full time staff due to the realized opportunity to establish a stronger workforce at the Homecourt.	
<b>3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?</b> The opportunity to convert staffing from part time to full time aligns well for summer/fall events at the City.	
<b>4. Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.</b> General Fund. Salary savings during FY2021 will be available to fund this request.	
<b>5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?</b> Yes.	
<b>6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.</b> No.	
<b>7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)</b>	No
<b>8. Is the amendment going to result in the disposal of an asset? (Yes or No)</b>	No
<b>9. Any additional comments?</b> Per City Kinds and Levels - Homecourt Site Supervisor is a Grade Level D with an Market Rate hourly rate of \$15.91	

**Total Amendment Request \$ 13,360**

*Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.*



## AGENDA ITEM

**ITEM TOPIC:** Mayor's Office: Fiscal Year 2021 Budget Amendment in the Amount of \$7000.00 for the Treasure Valley Youth Safety Summit



Item #13.

6/21/2021 3:26 PM

### City of Meridian FY2021 Budget Amendment Form



#### Personnel Costs

Full Time Equivalent (FTE):

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	0	41200	0	Wages	
01	0	41206	0	PT/Seasonal Wages	
01	0	41210	0	Overtime	
01	0	41304	0	Uniform Allowance	
01	0	42021	0	FICA	\$ -
01	0	42022	0	PERSI	\$ -
01	0	42023	0	Worker's Comp	\$ -
01	0	42025	0	Employee Insurance	\$ -
<b>Total Personnel Costs</b>					<b>\$ -</b>

Please only complete the fields highlighted in Orange.

#### Amendment Details

Title: Treasure Valley Youth Safety Summit  
 Department Name: Mayor's Office  
 Presenting Department Name: Mayor's Office  
 Department #:                       
 Primary Funding Source: 1  
 CIP#:                       
 Project #:                     

Is this for an Emergency?  Yes  No  
 New Level of Service?  Yes  No

**Clerks Office Stamp**

Date of Council Approval                     

#### Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1310	52710	0	Community Events Expenses *	\$ 7,000		\$ 7,000
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
01	0		0				\$ -
<b>Total Operating Expenditures</b>					<b>\$ 7,000</b>	<b>\$ -</b>	<b>\$ 7,000</b>

#### Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	0		0		
01	0		0		
01	0		0		
01	0		0		
01	0		0		
01	0		0		
<b>Total Capital Outlay</b>					<b>\$ -</b>

#### Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	0		0		
01	0		0		
01	0		0		
<b>Total Revenue/Donations</b>					<b>\$ -</b>

**Acknowledgement** **Date**

David Miles 6/21/2021

Department Director

**APPROVED**  
By Todd Lavoie at 4:42 pm, Jun 21, 2021

Chief Financial Officer

Approved Treg Bernt 3:53 6/21/2021

Council Liaison                      6-22-21

Mayor                     

BP 6/21/2021

**Total Amendment Request \$ 7,000**

#### Total Amendment Cost - Lifetime

### City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Department Name:</b> <u>Mayor's Office</u> <b>Title:</b> <u>Treasure Valley Youth Safety Summit</u> <b>Instructions for Submitting Budget Amendments:</b> > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating	\$ 7,000	\$ -	\$ -	\$ -	\$ -	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Estimated Project Cost: \$ 7,000</b>						

**Evaluation Questions**

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?  
 \* This is a net-zero budget amendment using FY2020 donated revenues applied to the costs of the upcoming FY2021 Treasure Valley Youth Safety Summit being held in September, 2021. The FY2020 donated funds were provided for MYAC related events and not utilized in 2020 due to COVID. The donating sponsor and Finance approve the use of 2020 donated revenue for FY2021 youth expenses.

2. Why was this budget request not submitted during the current fiscal year budget cycle?  
 This event is based on receiving donated revenues to cover expenses. Budget amendments are the appropriate tool capture donated revenue to cover expenses.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?  
 Event occurs in current (FY21) fiscal year.

4. Describe the proposed method of funding? If funding is split between Funds (i.e. .General ,Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.  
 Donated revenue used to cover funding needs.

5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?  
 Yes - youth engagement and programs.

6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.  
 No

7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)

8. Is the amendment going to result in the disposal of an asset? (Yes or No)

9. Any additional comments?  
 N/A

**Total Amendment Request \$ 7,000**

*Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.*

Item #13.

City Of Meridian

Posted General Ledger Transactions - GL Transaction Detail Report - Brad

<u>F..</u> <u>C..</u>	<u>De...</u> <u>Code</u>	<u>G/L</u> <u>Code</u>	<u>Proj...</u> <u>Code</u>	<u>Effective</u> <u>Date</u>	<u>Transaction Description</u>	<u>ID</u>	<u>Amount</u>	<u>Session ID</u>	<u>Document</u> <u>Number</u>
01	1313	34800	0136	12/9/2019	Idaho Central Credit Union: Donation to Mayors Office, MYAC, ck# 73572	ICCU	(10,000.00)	CR20-159	31817
Report Total							(10,000.00)		





## AGENDA ITEM

**ITEM TOPIC:** AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the Northwest Fire Station in the Not-To-Exceed Amount of \$405,925.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts, Procurement Division      **Meeting Date:** June 15, 2021  
**Presenter:** Consent / Kris Blume      **Estimated Time:** N/A  
**Topic:** Approval of AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the NW Fire Station in the Not-To-Exceed amount of \$405,925.00

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### Recommended Council Action:

Approval of Agreement and authorize the Procurement Manager to execute agreement and issue a PO for \$405,925.00.

### Background:

This agreement is issued as an associated project to Fire Station 6 design per Idaho Statute 67-2320(4)



# AIA<sup>®</sup> Document B133<sup>™</sup> – 2019

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

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one  
*(In words, indicate day, month and year.)*

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

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

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

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

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

Meridian NW Fire Station Design – Construction Administration  
RFM Project Number: 2020038.03  
The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The NW fire station shall be based on the Meridian Fire Station #6 prototype building with the following major features. The building shall have three (3) drive through apparatus bays and six (6) sleep rooms along with accompanying living, work, and support areas. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Police substation to be constructed at a future date.

§ 1.1.2 The Project's physical characteristics:

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

As outlined in Rice Fergus Miller/Pivot North Architecture's Meridian Fire Department Facility Planning Workshop document, dated November 13, 2020

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

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

\$385,925.00

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

.1 Design phase milestone dates, if any:

12/15/2021

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

NA

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

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

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

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None identified at this time.

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

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

None.

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

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

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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

Not applicable.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

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

Engineered Structures, Inc.

- .2 Land Surveyor:

Not by Owner; included in services of Architect.

- .3 Geotechnical Engineer:

By owner, Atlas Geotechnical Services

- .4 Civil Engineer:

Not by Owner; included in services of Architect.

- .5 Other consultants and contractors:

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

None identified at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

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

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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

**.2 Mechanical Engineer:**

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

**.3 Electrical Engineer:**

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

**.4 Associate Architect:**

Pivot North Architecture  
Clint Sievers AIA, Project Architect  
[clint@pivotnorthdesign.com](mailto:clint@pivotnorthdesign.com)  
Phone: 208.690.3108  
1101 West Grove St.  
Boise, ID 83702

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

**.5 Civil Engineer (included in Architect’s Basic Services fee):**

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

**.6 Landscape Architecture (included in Architect’s Basic Services fee):**

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

**.7 IT Design (included in Architect’s Basic Services fee):**

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

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

Init.

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Intentionally Deleted.

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

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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

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

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

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

### **§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

Init.

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

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

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

**§ 3.3 Schematic Design Phase Services – PROVIDED UNDER SEPARATE CONTRACT**

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

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

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

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

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

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

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

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

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

Init.

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

#### § 3.4 Design Development Phase Services

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

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

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

#### § 3.5 Construction Documents Phase Services

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

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

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

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

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

#### § 3.6 Construction Phase Services

##### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's

services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

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to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

§ 4.1.2 Description of Supplemental Services

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

None

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

None

Init.

§ 4.1.3 Intentionally Deleted.

**§ 4.2 Architect's Additional Services**

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

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

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

**§ 4.2.2**

*(Paragraphs deleted)*  
Intentionally Deleted.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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

§ 4.2.5 Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

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

§ 6.7 Intentionally Deleted.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

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

### § 8.2 Mediation

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

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

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

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

Init.

(Check the appropriate box.)

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

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

(Paragraphs deleted)

**§ 8.3 Intentionally Deleted**

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

**§ 9.7**  
(Paragraphs deleted)  
Intentionally Deleted

**§ 9.8** Intentionally Deleted

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

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 User Notes:

- 1. Stipulated Sum  
Design Development-Bidding Support: Two Hundred Thirty-two Thousand Seven Hundred Thirty-five Dollars (\$232,735.00)
- 2. Time & Expense to a Maximum  
Construction Administration: One Hundred Fifty-three Thousand One Hundred Ninety Dollars (\$153,190.00)
- 3. Reimbursable Expenses  
  
Time and Expense at architects' cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included in Architect's Basic Services fee listed above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
To be negotiated prior to the performance of Additional Services.

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

Not applicable.

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

Design Development Phase	Thirty-five percent	( 35%)
Construction Documents Phase	Fifty-five percent	( 55%)
Bidding Support	Ten percent	( 10%)
Total Basic Compensation	One Hundred percent	( 100%)
Design – Bidding Support		

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

As described in Exhibit A

**§ 11.8 Compensation for Reimbursable Expenses**

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

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

*(Paragraph deleted)*

**§ 11.9 Deleted**

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2 Deleted**

**§ 11.10.2 Progress Payments**

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

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

Zero percentage (0%)

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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



Limitation of Liability Rice Fergus Miller’s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller’s Professional Liability insurance policy (Rice Fergus Miller’s current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

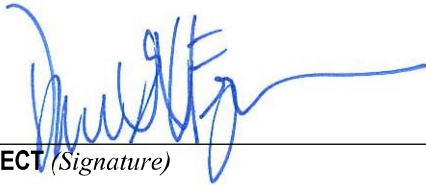
§ 13.2 This Agreement is comprised of the following documents identified below:

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

*(Paragraphs deleted)*

- .3 Exhibits:  
Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

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



\_\_\_\_\_  
**OWNER** *(Signature)*  
 City of Meridian, and Idaho Municipal Corporation  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 David A. Fergus, Principal  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## **Additions and Deletions Report for AIA® Document B133™ – 2019**

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 18:47:13 ET on 06/07/2021.

### **PAGE 1**

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one

...

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

...

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

...

Meridian NW Fire Station Design – Construction Administration  
RFM Project Number: 2020038.03

...

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

### **PAGE 2**

The NW fire station shall be based on the Meridian Fire Station #6 prototype building with the following major features. The building shall have three (3) drive through apparatus bays and six (6) sleep rooms along with accompanying living, work, and support areas. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Police substation to be constructed at a future date.

...

As outlined in Rice Fergus Miller/Pivot North Architecture’s Meridian Fire Department Facility Planning Workshop document, dated November 13, 2020

...

Item #15.

\$385,925.00

...

12/15/2021

PAGE 3

TBD

...

TBD

...

NA

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

None identified at this time.

...

None.

...

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

PAGE 4

Not applicable.

...

Engineered Structures, Inc.

...

Not by Owner; included in services of Architect.

...

By owner, Atlas Geotechnical Services

...  
Not by Owner; included in services of Architect.

...  
None identified at this time.

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

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

PAGE 5

...  
Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

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

.4 Associate Architect:

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

...  
.5 Civil Engineer (included in Architect's Basic Services fee):  
Eric Cronin PE, Project Engineer

[eric@thelandgroupinc.com](mailto:eric@thelandgroupinc.com)  
Phone: 208.939.4041  
462 E Shore Dr. #100  
Eagle, ID 83616

.6 Landscape Architecture (included in Architect’s Basic Services fee):

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

.7 IT Design (included in Architect’s Basic Services fee):

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

**PAGE 6**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s ~~compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation (if required)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ forth, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ )~~ One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers’ Liability with policy limits not less than ~~(\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ policy limit. ~~Intentionally Deleted.~~

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

**PAGE 7**

**§ 2.6.7 Additional Insured Obligations.** ~~To the fullest extent permitted by law, the~~ The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

**§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

**§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 8**

~~§ 3.3 Schematic Design Phase Services~~  
**§ 3.3 Schematic Design Phase Services – PROVIDED UNDER SEPARATE CONTRACT**

**PAGE 10**

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

**PAGE 11**

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

**PAGE 12**

~~§ 3.6.6 Project Completion~~  
**§ 3.6.6 Project Completion – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 13**

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Provided under previous contract</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Provided under previous contract</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect under Basic Services</u>
§ 4.1.1.10 Landscape design	<u>Architect under Basic Services</u>
§ 4.1.1.11 Architectural interior design	<u>Architect under Basic Services</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
<b>§ 4.1.1.22 Alerting and emergency response systems, including antennas and audio equipment</b>	<b><u>Not Provided</u></b>
<del>§ 4.1.1.22 Telecommunications/data design</del>	
§ 4.1.1.23 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24 Commissioning	<u>Not Provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.30 Entitlements	<u>Provided under previous contract</u>
<b>§ 4.1.1.31 Fire Station Traffic Signalization Design</b>	<b><u>Not Provided</u></b>
§ 4.1.1.32 IT and Data Design	<u>Architect under Basic Services</u>

...

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

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

None

...

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

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Intentionally Deleted.

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

- .1 — Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 — Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Construction Manager prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 — Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom. Intentionally Deleted.

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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§ 4.2.5 If Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within (—) twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall may be compensated as Additional Services.

...

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, ~~legal limitations and utility locations for the site of the Project, and a written legal description of the site.~~ and legal limitations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

...

.2 terminate in accordance with Section 9.5; intentionally deleted

...

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

PAGE 19

[ X ] Litigation in a court of competent jurisdiction

...

**§ 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.

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

§ 8.3 Intentionally Deleted

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

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

Intentionally Deleted

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

PAGE 21

.1 — 1. Stipulated Sum

(Insert amount) Design Development-Bidding Support: Two Hundred Thirty-two Thousand Seven Hundred Thirty-five Dollars (\$232,735.00)

2. Time & Expense to a Maximum

Construction Administration: One Hundred Fifty-three Thousand One Hundred Ninety Dollars (\$153,190.00)

.2 — Percentage Basis

(Insert percentage value) 3. Reimbursable Expenses

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

.3 — Other

— (Describe the method of compensation)

Time and Expense at architects' cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

...

Included in Architect's Basic Services fee listed above

...

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

To be negotiated prior to the performance of Additional Services.

...

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not applicable.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
<hr/>		
Total Basic Compensation	one hundred percent (	100 %)
Design Development Phase	<u>Thirty-five percent</u>	( <u>35%</u> )
Construction Documents Phase	<u>Fifty-five percent</u>	( <u>55%</u> )
Bidding Support	<u>Ten percent</u>	( <u>10%</u> )
<hr/>		
Total Basic Compensation	One Hundred percent	( <u>100%</u> )
Design – Bidding Support		

**PAGE 22**

As described in Exhibit A

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
-----------------------------	----------------------

...

.1 ~~Transportation and authorized Pre-Authorized out-of-town travel and subsistence; subsistence per GSA allowance~~

...

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Deleted~~

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Deleted~~

...

.10 ~~Site office expenses; Deleted.~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and Deleted.~~

.12 ~~Other similar Project related expenditures; Deleted.~~

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

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.) Deleted~~

...

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

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

...

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

...

~~%~~ Zero percentage (0%)

PAGE 23

Limitation of Liability Rice Fergus Miller's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller's Professional Liability insurance policy (Rice Fergus Miller's current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

...

- ~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
 (Insert the date of the E203-2013 incorporated into this agreement.)

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

- AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
 (Insert the date of the E234-2019 incorporated into this agreement.)

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

- ~~.4~~ Other documents:  
 (List other documents, if any, forming part of the Agreement.)

Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

...

City of Meridian, and Idaho Municipal Corporation

David A. Fergus, Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 18:47:13 ET on 06/07/2021 under Order No. 7610209206 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



ARCHITECTURE INTERIORS PLANNING VIZLAB

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

**2021 Hourly Billing Rates**

Date of Proposal: June 7, 2021  
Project: Meridian NW Fire Station Design – Construction Administration  
Project No.: 2020038.03

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

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



## AGENDA ITEM

**ITEM TOPIC:** AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the Northwest Police Substation/Precinct in the Not-To-Exceed Amount of \$423,975.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts, Procurement Division      **Meeting Date:** June 15, 2021  
**Presenter:** Consent / Lt. Jamie Leslie      **Estimated Time:** N/A  
**Topic:** Approval of AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the NW Police Sub Station/Precinct in the Not-To-Exceed amount of \$423,975.00

---

### Recommended Council Action:

Approval of Agreement and authorize the Procurement Manager to execute agreement and issue a PO for \$423,975.00.

### Background:

This agreement is issued as an associated project to Fire Station 6 design per Idaho Statute 67-2320(4)





# AIA® Document B133™ – 2019

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

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one  
*(In words, indicate day, month and year.)*

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

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

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

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

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

Meridian NW Police Station Design – Construction Administration  
RFM Project Number: 2020038.04  
The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The NW police station will be a prototype building with the following major features. The building shall contain assigned offices, an open patrol room with adjoining conference room, records storage, breakroom, men's and women's locker rooms with a common fitness room, both hard and soft interview rooms, armory, evidence, intake and one (1) sally port. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Fire station to be constructed at a similar time.

§ 1.1.2 The Project's physical characteristics:

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

As outlined in Rice Fergus Miller/Pivot North Architecture's Meridian Police Department Facility Planning Workshop document, dated November 13, 2020.

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

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

\$403,975.00

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

- .1 Design phase milestone dates, if any:

Init.

| 12/15/2021

.2 Construction commencement date:

| TBD

.3 Substantial Completion date or dates:

| TBD

.4 Other milestone dates:

| NA

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

[ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

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

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

| None identified at this time.

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

| None.

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

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

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

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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

Not applicable.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

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

Engineered Structures, Inc.

- .2 Land Surveyor:

Not by Owner; included in services of Architect.

- .3 Geotechnical Engineer:

By owner, Atlas Geotechnical Services

- .4 Civil Engineer:

Not by Owner; included in services of Architect.

- .5 Other consultants and contractors:

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

None identified at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

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

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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

Init.

**.2 Mechanical Engineer:**

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

**.3 Electrical Engineer:**

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

**.4 Associate Architect:**

Pivot North Architecture  
Clint Sievers AIA, Project Architect  
[clint@pivotnorthdesign.com](mailto:clint@pivotnorthdesign.com)  
Phone: 208.690.3108  
1101 West Grove St.  
Boise, ID 83702

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

**.5 Civil Engineer (included in Architect’s Basic Services fee):**

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

**.6 Landscape Architecture (included in Architect’s Basic Services fee):**

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

**.7 IT Design (included in Architect’s Basic Services fee):**

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

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

Init.

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

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

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

**ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**

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

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

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

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

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

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

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers’ Compensation at statutory limits.

§ 2.6.5 Intentionally Deleted.

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

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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

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

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

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

### **§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

Init.

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

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

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

**§ 3.3 Schematic Design Phase Services– PROVIDED UNDER SEPARATE CONTRACT**

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

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

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

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

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

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

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

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

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

Init.



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

#### § 3.4 Design Development Phase Services

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

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

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

#### § 3.5 Construction Documents Phase Services

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

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

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

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

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

#### § 3.6 Construction Phase Services

##### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's

services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

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to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

§ 4.1.2 Description of Supplemental Services

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

None

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

None

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§ 4.1.3 Intentionally Deleted.

**§ 4.2 Architect's Additional Services**

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

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

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

**§ 4.2.2**

*(Paragraphs deleted)*  
Intentionally Deleted.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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

§ 4.2.5 Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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



review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

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

§ 6.7 Intentionally Deleted.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

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

### § 8.2 Mediation

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

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

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

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

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(Check the appropriate box.)

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

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

(Paragraphs deleted)

**§ 8.3 Intentionally Deleted**

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

**§ 9.7**  
(Paragraphs deleted)  
Intentionally Deleted

**§ 9.8** Intentionally Deleted

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

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**User Notes:**

- 1. Stipulated Sum  
Design Development-Bidding Support: Two Hundred Fifty-eight Thousand Eight Hundred Twenty-five Dollars (\$258,825.00)
- 2. Time & Expense to a Maximum  
Construction Administration: One Hundred Forty-five Thousand One Hundred Fifty Dollars (\$145,150.00)
- 3. Reimbursable Expenses  
Time and Expense at architects' cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included in Architect's Basic Services fee listed above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
To be negotiated prior to the performance of Additional Services.

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

Not applicable.

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

Design Development Phase	Thirty-five percent	( 35%)
Construction Documents Phase	Fifty-five percent	( 55%)
Bidding Support	Ten percent	( 10%)
Total Basic Compensation	One Hundred percent	( 100%)
Design – Bidding Support		

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

As described in Exhibit A

**§ 11.8 Compensation for Reimbursable Expenses**

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

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

*(Paragraph deleted)*

**§ 11.9 Deleted**

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2 Deleted**

**§ 11.10.2 Progress Payments**

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

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

Zero percentage (0%)

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

Limitation of Liability Rice Fergus Miller’s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller’s Professional Liability insurance policy (Rice Fergus Miller’s current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

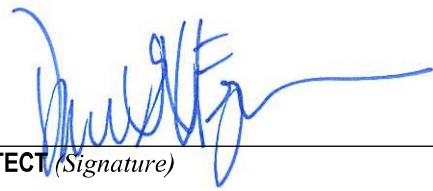
§ 13.2 This Agreement is comprised of the following documents identified below:

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

*(Paragraphs deleted)*

- .3 Exhibits:  
Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

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



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

City of Meridian, and Idaho Municipal Corporation

*(Printed name and title)*

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

David A. Fergus, Principal

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

## **Additions and Deletions Report for AIA® Document B133™ – 2019**

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 18:42:28 ET on 06/07/2021.

### **PAGE 1**

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one

...

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

...

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

...

Meridian NW Police Station Design – Construction Administration  
RFM Project Number: 2020038.04

...

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

### **PAGE 2**

The NW police station will be a prototype building with the following major features. The building shall contain assigned offices, an open patrol room with adjoining conference room, records storage, breakroom, men's and women's locker rooms with a common fitness room, both hard and soft interview rooms, armory, evidence, intake and one (1) sally port. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Fire station to be constructed at a similar time.

...

As outlined in Rice Fergus Miller/Pivot North Architecture's Meridian Police Department Facility Planning Workshop document, dated November 13, 2020.

...



Item #16.

\$403,975.00

PAGE 3

12/15/2021

...

TBD

...

TBD

...

NA

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

None identified at this time.

...

None.

...

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

PAGE 4

Not applicable.

...

Engineered Structures, Inc.

...

Not by Owner; included in services of Architect.

...

By owner, Atlas Geotechnical Services

...  
Not by Owner; included in services of Architect.

...  
None identified at this time.

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

PAGE 5

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

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

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

.4 Associate Architect:

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

...  
.5 Civil Engineer (included in Architect's Basic Services fee):

Eric Cronin PE, Project Engineer

[eric@thelandgroupinc.com](mailto:eric@thelandgroupinc.com)  
Phone: 208.939.4041  
462 E Shore Dr. #100  
Eagle, ID 83616

.6 Landscape Architecture (included in Architect’s Basic Services fee):

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

.7 IT Design (included in Architect’s Basic Services fee):

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

**PAGE 6**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. ~~The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation (if required)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in ~~AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ – 2013, Project Building Information Modeling Protocol Form,~~ forth, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ )~~ One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers’ Liability with policy limits not less than ~~(\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ policy limit. ~~Intentionally Deleted.~~

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

**PAGE 7**

**§ 2.6.7 Additional Insured Obligations.** ~~To the fullest extent permitted by law, the~~ The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

**§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

**§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 8**

~~**§ 3.3 Schematic Design Phase Services**~~

**§ 3.3 Schematic Design Phase Services– PROVIDED UNDER SEPARATE CONTRACT**

**PAGE 10**

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

**PAGE 11**

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

**PAGE 12**

~~**§ 3.6.6 Project Completion**~~

**§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE**

**PAGE 13**

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2	Programming	<u>Provided under previous contract</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Provided under previous contract</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect under Basic Services</u>
§ 4.1.1.10	Landscape design	<u>Architect under Basic Services</u>
§ 4.1.1.11	Architectural interior design	<u>Architect under Basic Services</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	<b>Alerting and emergency response systems, including antennas and audio equipment</b>	<b><u>Not Provided</u></b>
§ 4.1.1.22	<del>Telecommunications/data design</del>	
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.30	Entitlements	<u>Provided under previous contract</u>
§ 4.1.1.31	<b>Fire Station Traffic Signalization Design</b>	<b><u>Not Provided</u></b>
§ 4.1.1.32	IT and Data Design	<u>Architect under Basic Services</u>

...

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

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

None

...

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

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Intentionally Deleted.

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

- .1 — Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 — Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Construction Manager prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 — Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom. Intentionally Deleted.

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

PAGE 15

§ 4.2.5 If Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within (—) twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall may be compensated as Additional Services.

...

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, ~~legal limitations and utility locations for the site of the Project, and a written legal description of the site.~~ and legal limitations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

...

.2 terminate in accordance with Section 9.5; intentionally deleted

...

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

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Litigation in a court of competent jurisdiction

...

**§ 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.

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

§ 8.3 Intentionally Deleted

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1—Termination Fee:

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

Intentionally Deleted

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

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.1—1. Stipulated Sum

(Insert amount) Design Development-Bidding Support: Two Hundred Fifty-eight Thousand Eight Hundred Twenty-five Dollars (\$258,825.00)

2. Time & Expense to a Maximum

Construction Administration: One Hundred Forty-five Thousand One Hundred Fifty Dollars (\$145,150.00)

.2—Percentage Basis

(Insert percentage value)3. Reimbursable Expenses

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

.3—Other

— (Describe the method of compensation)

Time and Expense at architects’ cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

...

Included in Architect’s Basic Services fee listed above

...

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

To be negotiated prior to the performance of Additional Services.

...

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Not applicable.



...

Schematic Design Phase	percent (	)	(	)
Design Development Phase	percent (	)	(	)
Construction Documents Phase	percent (	)	(	)
Construction Phase	percent (	)	(	)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)
Design Development Phase	<u>Thirty-five percent</u>	(	<u>35%</u> )	
Construction Documents Phase	<u>Fifty-five percent</u>	(	<u>55%</u> )	
<u>Bidding Support</u>	<u>Ten percent</u>	(	<u>10%</u> )	
<hr/>				
Total Basic Compensation	<u>One Hundred percent</u>	(	<u>100%</u> )	
<u>Design – Bidding Support</u>				

**PAGE 22**

As described in Exhibit A

**Employee or Category**

**Rate (\$0.00)**

...

.1 ~~Transportation and authorized Pre-Authorized out-of-town travel and subsistence; subsistence per GSA allowance~~

...

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Deleted~~

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Deleted~~

...

.10 ~~Site office expenses; Deleted.~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and Deleted.~~

.12 ~~Other similar Project related expenditures; Deleted.~~

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

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.) ~~Deleted~~

...

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

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

...

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

...

~~%~~ Zero percentage (0%)

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Limitation of Liability Rice Fergus Miller's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller's Professional Liability insurance policy (Rice Fergus Miller's current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

...

- ~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
 (Insert the date of the E203-2013 incorporated into this agreement.)

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

- AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
 (Insert the date of the E234-2019 incorporated into this agreement.)

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

- ~~.4~~ Other documents:  
 (List other documents, if any, forming part of the Agreement.)

Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

...

City of Meridian, and Idaho Municipal Corporation

David A. Fergus, Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 18:42:28 ET on 06/07/2021 under Order No. 7610209206 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



ARCHITECTURE INTERIORS PLANNING VIZLAB

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

**2021 Hourly Billing Rates**

Date of Proposal: June 7, 2021  
Project: Meridian NW Police Station Design – Construction Administration  
Project No.: 2020038.04

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

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



## AGENDA ITEM

**ITEM TOPIC:** AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the South Fire Station in the Not-To-Exceed Amount of \$528,971.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts, Procurement Division      **Meeting Date:** June 15, 2021  
**Presenter:** Consent / Kris Blume      **Estimated Time:** N/A  
**Topic:** Approval of AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the South Fire Station in the Not-To-Exceed amount of \$528,971.00

---

### Recommended Council Action:

Approval of Agreement and authorize the Procurement Manager to execute agreement and issue a PO for \$528,971.00

### Background:

This agreement is issued as an associated project to Fire Station 6 design per Idaho Statute 67-2320(4)



# AIA® Document B133™ – 2019

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

**AGREEMENT** made as of the Twenty-seven day of May in the year Two Thousand Twenty-one  
(*In words, indicate day, month and year.*)

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

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

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

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

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

Meridian South Fire Station Design – Construction Administration  
RFM Project Number: 2020038.06  
The Construction Manager (if known):  
(*Name, legal status, address, and other information*)

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner’s program for the Project:

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

The South fire station shall be based on the Meridian Fire Station #6 prototype building with the following major features. The building shall have three (3) drive through apparatus bays and six (6) sleep rooms along with accompanying living, work, and support areas. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Police substation to be constructed at a future date.

§ 1.1.2 The Project’s physical characteristics:

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

As outlined in Rice Fergus Miller/Pivot North Architecture’s Meridian Fire Department Facility Planning Workshop document, dated November 13, 2020

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

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

\$4,800,098

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

- .1 Design phase milestone dates, if any:



| 12/15/2021

.2 Construction commencement date:

| 3/14/2022

.3 Substantial Completion date or dates:

| 3/28/2023

.4 Other milestone dates:

| NA

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

[ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

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

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

| None identified at this time.

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

| None.

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

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

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

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

Not applicable.

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

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

Engineered Structures, Inc.

.2 Land Surveyor:

Not by Owner; included in services of Architect.

.3 Geotechnical Engineer:

By owner, Atlas Geotechnical Services

.4 Civil Engineer:

Not by Owner; included in services of Architect.

.5 Other consultants and contractors:

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

None identified at this time.

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

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

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

**.2 Mechanical Engineer:**

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

**.3 Electrical Engineer:**

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

**.4 Associate Architect:**

Pivot North Architecture  
Clint Sievers AIA, Project Architect  
[clint@pivotnorthdesign.com](mailto:clint@pivotnorthdesign.com)  
Phone: 208.690.3108  
1101 West Grove St.  
Boise, ID 83702

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

**.5 Civil Engineer (included in Architect's Basic Services fee):**

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

**.6 Landscape Architecture (included in Architect's Basic Services fee):**

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

**.7 IT Design (included in Architect's Basic Services fee):**

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

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

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Intentionally Deleted.

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

Init.

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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

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

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

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

### **§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

Init.

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

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

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

**§ 3.3 Schematic Design Phase Services– PROVIDED UNDER SEPARATE CONTRACT**

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

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

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

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

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

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

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

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

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

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

#### § 3.4 Design Development Phase Services

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

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

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

#### § 3.5 Construction Documents Phase Services

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

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

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

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

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

#### § 3.6 Construction Phase Services

##### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's

services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

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to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

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

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

**§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE**

**§ 3.6.6.1** The Architect shall:

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

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

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

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

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

§ 4.1.2 Description of Supplemental Services

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

None

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

None

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§ 4.1.3 Intentionally Deleted.

§ 4.2 Architect's Additional Services

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

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

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

§ 4.2.2  
(Paragraphs deleted)  
Intentionally Deleted.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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

§ 4.2.5 Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

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

§ 6.7 Intentionally Deleted.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

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

### § 8.2 Mediation

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

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

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

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

Init.



(Check the appropriate box.)

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

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

(Paragraphs deleted)

**§ 8.3 Intentionally Deleted**

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

**§ 9.7**

(Paragraphs deleted)  
Intentionally Deleted

**§ 9.8** Intentionally Deleted

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

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User Notes:

Init.

/

1. Stipulated Sum  
Design Development-Bidding Support: Three Hundred Forty-five Thousand Seven Hundred Eighty-one Dollars (\$345,781.00)
2. Time & Expense to a Maximum  
Construction Administration: One Hundred Sixty-three Thousand One Hundred Ninety Dollars (\$163,190.00)
3. Reimbursable Expenses  
  
Time and Expense at architects' cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included in Architect's Basic Services fee listed above

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
To be negotiated prior to the performance of Additional Services.

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

Not applicable.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-five percent	( 35%)
Construction Documents Phase	Fifty-five percent	( 55%)
Bidding Support	Ten percent	( 10%)
Total Basic Compensation	One Hundred percent	( 100%)
Design – Bidding Support		

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

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

As described in Exhibit A

**§ 11.8 Compensation for Reimbursable Expenses**

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

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

*(Paragraph deleted)*

**§ 11.9 Deleted**

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2 Deleted**

**§ 11.10.2 Progress Payments**

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

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

Zero percentage (0%)

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

Limitation of Liability Rice Fergus Miller’s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller’s Professional Liability insurance policy (Rice Fergus Miller’s current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

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

*(Paragraphs deleted)*

- .3 Exhibits:  
Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

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

\_\_\_\_\_  
**OWNER** *(Signature)*  
 City of Meridian, and Idaho Municipal Corporation  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 David A. Fergus, Principal  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## **Additions and Deletions Report for AIA® Document B133™ – 2019**

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 18:21:39 ET on 06/03/2021.

### **PAGE 1**

**AGREEMENT** made as of the Twenty-seven day of May in the year Two Thousand Twenty-one

...

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

...

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

...

Meridian South Fire Station Design – Construction Administration  
RFM Project Number: 2020038.06

...

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

### **PAGE 2**

The South fire station shall be based on the Meridian Fire Station #6 prototype building with the following major features. The building shall have three (3) drive through apparatus bays and six (6) sleep rooms along with accompanying living, work, and support areas. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Police substation to be constructed at a future date.

...

As outlined in Rice Fergus Miller/Pivot North Architecture’s Meridian Fire Department Facility Planning Workshop document, dated November 13, 2020

...

Item #17.

\$4,800,098

PAGE 3

12/15/2021

...

3/14/2022

...

3/28/2023

...

NA

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

None identified at this time.

...

None.

...

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

PAGE 4

Not applicable.

...

Engineered Structures, Inc.

...

Not by Owner; included in services of Architect.

...

By owner, Atlas Geotechnical Services

...  
Not by Owner; included in services of Architect.

...  
None identified at this time.

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

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

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

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

.4 Associate Architect:

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

...  
.5 Civil Engineer (included in Architect's Basic Services fee):

Eric Cronin PE, Project Engineer



[eric@thelandgroupinc.com](mailto:eric@thelandgroupinc.com)  
Phone: 208.939.4041  
462 E Shore Dr. #100  
Eagle, ID 83616

.6 Landscape Architecture (included in Architect’s Basic Services fee):

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

.7 IT Design (included in Architect’s Basic Services fee):

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

**PAGE 6**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. ~~The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation (if required)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in ~~AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ – 2013, Project Building Information Modeling Protocol Form,~~ forth, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ )~~ One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers’ Liability with policy limits not less than ~~(\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ policy limit. ~~Intentionally Deleted.~~

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

**PAGE 7**

**§ 2.6.7 Additional Insured Obligations.** ~~To the fullest extent permitted by law, the~~ The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

**§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

**§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 8**

~~§ 3.3 Schematic Design Phase Services~~  
**§ 3.3 Schematic Design Phase Services – PROVIDED UNDER SEPARATE CONTRACT**

**PAGE 10**

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

**PAGE 11**

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

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~~§ 3.6.6 Project Completion~~  
**§ 3.6.6 Project Completion – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 13**

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2	Programming	<u>Provided under previous contract</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Provided under previous contract</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect under Basic Services</u>
§ 4.1.1.10	Landscape design	<u>Architect under Basic Services</u>
§ 4.1.1.11	Architectural interior design	<u>Architect under Basic Services</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	<b>Alerting and emergency response systems, including antennas and audio equipment</b>	<b><u>Not Provided</u></b>
§ 4.1.1.22	<del>Telecommunications/data design</del>	
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.30	Entitlements	<u>Provided under previous contract</u>
§ 4.1.1.31	<b>Fire Station Traffic Signalization Design</b>	<b><u>Not Provided</u></b>
§ 4.1.1.32	IT and Data Design	<u>Architect under Basic Services</u>

...

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

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

None

...

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

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2: Intentionally Deleted.

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

- .1 — Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 — Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Construction Manager prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 — Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom: Intentionally Deleted.

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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§ 4.2.5 If Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within (—) twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall may be compensated as Additional Services.

...

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

...

.2 terminate in accordance with Section 9.5; intentionally deleted

...

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

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Litigation in a court of competent jurisdiction

...

**§ 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.

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

§ 8.3 Intentionally Deleted

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1—Termination Fee:

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

Intentionally Deleted

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

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.1—1. Stipulated Sum

(Insert amount) Design Development-Bidding Support: Three Hundred Forty-five Thousand Seven Hundred Eighty-one Dollars (\$345,781.00)

2. Time & Expense to a Maximum

Construction Administration: One Hundred Sixty-three Thousand One Hundred Ninety Dollars (\$163,190.00)

.2—Percentage Basis

(Insert percentage value)3. Reimbursable Expenses

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

.3—Other

— (Describe the method of compensation)

Time and Expense at architects’ cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

...

Included in Architect’s Basic Services fee listed above

...

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

To be negotiated prior to the performance of Additional Services.

...

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Not applicable.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
<hr/>		
Total Basic Compensation	one hundred percent (	100 %)
Design Development Phase	<u>Thirty-five percent</u>	( <u>35%</u> )
Construction Documents Phase	<u>Fifty-five percent</u>	( <u>55%</u> )
Bidding Support	<u>Ten percent</u>	( <u>10%</u> )
<hr/>		
Total Basic Compensation	One Hundred percent	( <u>100%</u> )
Design – Bidding Support		

**PAGE 22**

As described in Exhibit A

Employee or Category	Rate (\$0.00)
...	
.1 <del>Transportation and authorized</del> <u>Pre-Authorized out-of-town travel and subsistence; subsistence per GSA allowance</u>	
...	
.6 <del>Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;</del> <u>Deleted</u>	
...	
.8 <del>If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;</del> <u>Deleted</u>	
...	
.10 <del>Site office expenses;</del> <u>Deleted.</u>	
.11 <del>Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and</del> <u>Deleted.</u>	
.12 <del>Other similar Project related expenditures;</del> <u>Deleted.</u>	

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

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)~~ Deleted

...

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

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

...

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

...

~~%~~ Zero percentage (0%)

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Limitation of Liability Rice Fergus Miller's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller's Professional Liability insurance policy (Rice Fergus Miller's current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

...

- ~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
 (Insert the date of the E203-2013 incorporated into this agreement.)

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

- AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
 (Insert the date of the E234-2019 incorporated into this agreement.)

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

- ~~.4~~ Other documents:  
 (List other documents, if any, forming part of the Agreement.)

Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

...

City of Meridian, and Idaho Municipal Corporation

David A. Fergus, Principal



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 18:21:39 ET on 06/03/2021 under Order No. 7610209206 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



ARCHITECTURE INTERIORS PLANNING VIZLAB

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

**2021 Hourly Billing Rates**

Date of Proposal: May 27, 2021  
Project: Meridian South Fire Station Design – Construction Administration  
Project No.: 2020038.06

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

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



## AGENDA ITEM

**ITEM TOPIC:** AIA B133 Agreement with Rice Fergus Miller, Inc. for the Final Design and Construction Administration for the South Police Substation/Precinct in the Not-To-Exceed Amount of \$505,076.00



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts, Procurement Division      **Meeting Date:** June 15, 2021  
**Presenter:** Consent / Lt. Jamie Leslie      **Estimated Time:** N/A  
**Topic:** Approval of AIA B133 Agreement with Rice Fergus Miller for the Final Design and Construction Administration for the South Police Sub Station/Precinct in the Not-To-Exceed amount of \$505,076.00

---

### Recommended Council Action:

Approval of Agreement and authorize the Procurement Manager to execute agreement and issue a PO for \$505,076.00.

### Background:

This agreement is issued as an associated project to Fire Station 6 design per Idaho Statute 67-2320(4)



# AIA<sup>®</sup> Document B133<sup>™</sup> – 2019

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

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one  
*(In words, indicate day, month and year.)*

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

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

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

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

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

Meridian South Police Station Design – Construction Administration  
RFM Project Number: 2020038.05  
The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The South police station will be a prototype building with the following major features. The building shall contain assigned offices, an open patrol room with adjoining conference room, records storage, breakroom, men's and women's locker rooms with a common fitness room, both hard and soft interview rooms, armory, evidence, intake and one (1) sally port. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Fire station to be constructed at a similar time.

§ 1.1.2 The Project's physical characteristics:

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

As outlined in Rice Fergus Miller/Pivot North Architecture's Meridian Police Department Facility Planning Workshop document, dated November 13, 2020.

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

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

\$485,076.00

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

- .1 Design phase milestone dates, if any:

Init.

| 12/15/2021

.2 Construction commencement date:

| TBD

.3 Substantial Completion date or dates:

| TBD

.4 Other milestone dates:

| NA

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

[ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

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

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

| None identified at this time.

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

| None.

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

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

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

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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

Not applicable.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

.1 Construction Manager:

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

Engineered Structures, Inc.

.2 Land Surveyor:

Not by Owner; included in services of Architect.

.3 Geotechnical Engineer:

By owner, Atlas Geotechnical Services

.4 Civil Engineer:

Not by Owner; included in services of Architect.

.5 Other consultants and contractors:

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

None identified at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

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

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

Init.



**.2 Mechanical Engineer:**

Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

**.3 Electrical Engineer:**

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

**.4 Associate Architect:**

Pivot North Architecture  
Clint Sievers AIA, Project Architect  
[clint@pivotnorthdesign.com](mailto:clint@pivotnorthdesign.com)  
Phone: 208.690.3108  
1101 West Grove St.  
Boise, ID 83702

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

**.5 Civil Engineer (included in Architect's Basic Services fee):**

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

**.6 Landscape Architecture (included in Architect's Basic Services fee):**

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

**.7 IT Design (included in Architect's Basic Services fee):**

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

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

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Intentionally Deleted.

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

Init.

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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

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

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

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

**§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

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

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

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

**§ 3.3 Schematic Design Phase Services– PROVIDED UNDER SEPARATE CONTRACT**

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

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

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

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

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

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

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

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

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

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

#### § 3.4 Design Development Phase Services

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

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

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

#### § 3.5 Construction Documents Phase Services

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

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

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

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

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

#### § 3.6 Construction Phase Services

##### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's

services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

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to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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



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

§ 4.1.2 Description of Supplemental Services

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

None

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

None

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§ 4.1.3 Intentionally Deleted.

**§ 4.2 Architect's Additional Services**

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

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

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

**§ 4.2.2**

*(Paragraphs deleted)*

Intentionally Deleted.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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

§ 4.2.5 Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

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

§ 6.7 Intentionally Deleted.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

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

### § 8.2 Mediation

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

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

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

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

Init.

(Check the appropriate box.)

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

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

(Paragraphs deleted)

**§ 8.3 Intentionally Deleted**

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

**§ 9.7**

(Paragraphs deleted)  
Intentionally Deleted

**§ 9.8** Intentionally Deleted

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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User Notes:

Init.

/



1. Stipulated Sum  
Design Development-Bidding Support: Three Hundred Thirty Thousand Five Hundred Twenty-six Dollars (\$330,526.00)

2. Time & Expense to a Maximum  
Construction Administration: One Hundred Fifty-four Thousand Five Hundred Fifty Dollars (\$154,550.00)

3. Reimbursable Expenses  
Time and Expense at architects' cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included in Architect's Basic Services fee listed above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
To be negotiated prior to the performance of Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

Not applicable.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-five percent	( 35%)
Construction Documents Phase	Fifty-five percent	( 55%)
Bidding Support	Ten percent	( 10%)
Total Basic Compensation	One Hundred percent	( 100%)
Design – Bidding Support		

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As described in Exhibit A

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Pre-Authorized out-of-town travel and subsistence per GSA allowance
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Deleted
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Deleted
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Deleted.
- .11 Deleted.
- .12 Deleted.

*(Paragraph deleted)*

**§ 11.9 Deleted**

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2 Deleted**

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable net 30 from the Owner’s receipt of a correct invoice.

*(Insert rate of monthly or annual interest agreed upon.)*

Zero percentage (0%)

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

Limitation of Liability Rice Fergus Miller’s total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller’s Professional Liability insurance policy (Rice Fergus Miller’s current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.


§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

*(Paragraphs deleted)*

- .3 Exhibits:  
Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

This Agreement entered into as of the day and year first written above.



\_\_\_\_\_  
**OWNER** *(Signature)*  
 City of Meridian, and Idaho Municipal Corporation  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 David A. Fergus, Principal  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## **Additions and Deletions Report for AIA<sup>®</sup> Document B133<sup>™</sup> – 2019**

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 18:36:55 ET on 06/07/2021.

### **PAGE 1**

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-one

...

City of Meridian, and Idaho Municipal Corporation  
c/o Meridian Finance Department  
33 E. Broadway Avenue  
Meridian, Idaho 86342

...

Rice Fergus Miller, Inc.  
275 5<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
Telephone Number: 360-377-8773

...

Meridian South Police Station Design – Construction Administration  
RFM Project Number: 2020038.05

...

Engineered Structures, Inc. (ESI Construction)  
3330 E. Lousie Drive, Suite 300  
Meridian, Idaho 83642  
Telephone Number (208) 362-3040

### **PAGE 2**

The South police station will be a prototype building with the following major features. The building shall contain assigned offices, an open patrol room with adjoining conference room, records storage, breakroom, men's and women's locker rooms with a common fitness room, both hard and soft interview rooms, armory, evidence, intake and one (1) sally port. For more detail refer to the facility planning workshop notes from November 2020. The site includes approximately 4 acres of development included a Meridian Fire station to be constructed at a similar time.

...

As outlined in Rice Fergus Miller/Pivot North Architecture's Meridian Police Department Facility Planning Workshop document, dated November 13, 2020.

...

Item #18.

\$485,076.00

PAGE 3

12/15/2021

...

TBD

...

TBD

...

NA

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

None identified at this time.

...

None.

...

Stacy Redman  
Facilities Project Manager  
City of Meridian, Public Works Department  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
[sredman@meridiacity.org](mailto:sredman@meridiacity.org)  
(Office Phone) 208-489-0374  
(Cell Phone) 208-985-4234  
(Fax) 208-898-9551

PAGE 4

Not applicable.

...

Engineered Structures, Inc.

...

Not by Owner; included in services of Architect.

...

By owner, Atlas Geotechnical Services

...  
Not by Owner; included in services of Architect.

...  
None identified at this time.

...  
Gunnar R. Gladics, Project Manager  
ggladics@rfmarch.com  
phone: 360.377.8773  
Rice Fergus Miller, Inc.  
275 5<sup>th</sup> St. #100  
Bremerton, WA 98337

...  
KPFF  
Judsen Williams SE Principal Engineer  
Judsen.williams@kpff.com  
Phone: 208.336.6985  
412 E. Parkcenter Blvd. Suite 200  
Boise, ID 83706

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...  
Cator Ruma  
Brittany Austin Project Engineer  
baustin@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

...  
Cator Ruma  
Kyle Olsen PE Project Engineer  
kolsen@catorruma.com  
Phone:208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

...  
.4 Associate Architect:

Pivot North Architecture  
Clint Sievers AIA, Project Architect  
[clint@pivotnorthdesign.com](mailto:clint@pivotnorthdesign.com)  
Phone: 208.690.3108  
1101 West Grove St.  
Boise, ID 83702

...  
.5 Civil Engineer (included in Architect's Basic Services fee):

Eric Cronin PE, Project Engineer

[eric@thelandgroupinc.com](mailto:eric@thelandgroupinc.com)  
Phone: 208.939.4041  
462 E Shore Dr. #100  
Eagle, ID 83616

.6 Landscape Architecture (included in Architect’s Basic Services fee):

Bob Schafer, Landscape Architect  
[bob@thelandgroupinc.com](mailto:bob@thelandgroupinc.com)  
Phone: 208.939.4041  
462 E Shore Dr. #100  
Eagle, ID 83616

.7 IT Design (included in Architect’s Basic Services fee):

Kyle Olsen PE, Project Engineer  
[kolsen@catorruma.com](mailto:kolsen@catorruma.com)  
Phone: 208.343.3663  
420 S. Orchard Street  
Boise, ID 83705

**PAGE 6**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. ~~The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation (if required)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in ~~AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ – 2013, Project Building Information Modeling Protocol Form,~~ forth, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00.) for each occurrence and Two Million Dollars (\$ 2,000,000.00.) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ )~~ One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers’ Liability with policy limits not less than ~~(\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ policy limit. ~~Intentionally Deleted.~~

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ )~~ per claim and ~~(\$ )~~ Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

**PAGE 7**

**§ 2.6.7 Additional Insured Obligations.** ~~To the fullest extent permitted by law, the~~ The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

**§ 3.1.9 Concept Design and Entitlement Support PROVIDED UNDER SEPARATE CONTRACT**

**§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate – NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 8**

~~§ 3.3 Schematic Design Phase Services~~  
**§ 3.3 Schematic Design Phase Services– PROVIDED UNDER SEPARATE CONTRACT**

**PAGE 10**

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the ~~Contract Documents.~~ Documents subject to written approval of the Owner.

**PAGE 11**

**§ 3.6.5.1** ~~The Subject to~~ Owner's approval, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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~~§ 3.6.6 Project Completion~~  
**§ 3.6.6 Project Completion– NOT INCLUDED IN CONTRACT OR FEE**  
**PAGE 13**



§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2	Programming	<u>Provided under previous contract</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Provided under previous contract</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect under Basic Services</u>
§ 4.1.1.10	Landscape design	<u>Architect under Basic Services</u>
§ 4.1.1.11	Architectural interior design	<u>Architect under Basic Services</u>
§ 4.1.1.12	Value analysis	<u>Not Provided</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	<b>Alerting and emergency response systems, including antennas and audio equipment</b>	<b><u>Not Provided</u></b>
§ 4.1.1.22	<del>Telecommunications/data design</del>	
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.30	Entitlements	<u>Provided under previous contract</u>
§ 4.1.1.31	<b>Fire Station Traffic Signalization Design</b>	<b><u>Not Provided</u></b>
§ 4.1.1.32	IT and Data Design	<u>Architect under Basic Services</u>

...

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)in:

None

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Intentionally Deleted.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 — Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 — Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Construction Manager prepared coordination drawings, or prior Project correspondence or documentation;
- .3 — Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 — Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom. Intentionally Deleted.

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty Two ( 32 ) visits to the site by the Architect 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

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§ 4.2.5 If Subject to the Owner's prior approval, the services covered by this Agreement have not been completed within (—) twelve (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall may be compensated as Additional Services.

...

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, and legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 6.5 If the Construction Manager’s estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner’s budget for the Cost of the Work, the Owner shall ~~may~~

...

~~.2 terminate in accordance with Section 9.5; intentionally deleted~~

...

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager’s subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner’s budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment. ~~Intentionally Deleted.~~

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Litigation in a court of competent jurisdiction

...

**§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 8.3 Intentionally Deleted

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1—Termination Fee:

.2—Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

Intentionally Deleted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.Intentionally Deleted

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.1—1. Stipulated Sum

(Insert amount) Design Development-Bidding Support: Three Hundred Thirty Thousand Five Hundred Twenty-six Dollars (\$330,526.00)

2. Time & Expense to a Maximum

Construction Administration: One Hundred Fifty-four Thousand Five Hundred Fifty Dollars (\$154,550.00)

.2—Percentage Basis

(Insert percentage value)3. Reimbursable Expenses

— ( ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3—Other

— (Describe the method of compensation)

Time and Expense at architects’ cost to a Maximum of Twenty Thousand Dollars (\$20,000.00). Any request for reimbursement must be substantiated by a receipt.

...

Included in Architect’s Basic Services fee listed above

...

(Insert amount of, or basis for, compensation.)

To be negotiated prior to the performance of Additional Services.

...

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Not applicable.

...

Schematic Design Phase	percent (	)	(	)
Design Development Phase	percent (	)	(	)
Construction Documents Phase	percent (	)	(	)
Construction Phase	percent (	)	(	)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)
Design Development Phase	<u>Thirty-five percent</u>	(	<u>35%</u> )	
Construction Documents Phase	<u>Fifty-five percent</u>	(	<u>55%</u> )	
<u>Bidding Support</u>	<u>Ten percent</u>	(	<u>10%</u> )	
<hr/>				
Total Basic Compensation	<u>One Hundred percent</u>	(	<u>100%</u> )	
<u>Design – Bidding Support</u>				

**PAGE 22**

As described in Exhibit A

**Employee or Category**

**Rate (\$0.00)**

...

.1 ~~Transportation and authorized Pre-Authorized out-of-town travel and subsistence; subsistence per GSA allowance~~

...

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Deleted~~

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Deleted~~

...

.10 ~~Site office expenses; Deleted.~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and Deleted.~~

.12 ~~Other similar Project related expenditures; Deleted.~~

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (— %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.) ~~Deleted~~

...

§ 11.10.1.1 An initial payment of (~~\$~~) zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (~~\$~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. ~~Deleted~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~( )~~) 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, net 30 from the Owner's receipt of a correct invoice.

...

~~%~~ Zero percentage (0%)

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Limitation of Liability Rice Fergus Miller's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total available amount of Rice Fergus Miller's Professional Liability insurance policy (Rice Fergus Miller's current available amount of Professional Liability Insurance is the full policy of \$5,000,000).

...

- ~~2~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
 — (*Insert the date of the E203-2013 incorporated into this agreement.*)

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below:  
 — (*Insert the date of the E234-2019 incorporated into this agreement.*)

- Other Exhibits incorporated into this Agreement:  
 — (*Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.*)

- ~~4~~ — Other documents:  
 — (*List other documents, if any, forming part of the Agreement.*)

Exhibit A - Rice Fergus Miller 2021 Hourly Billing Rates

...

City of Meridian, and Idaho Municipal Corporation

David A. Fergus, Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 18:36:55 ET on 06/07/2021 under Order No. 7610209206 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100  
Bremerton, WA 98337  
Phone: (360) 377-8773  
rfmarch.com

**2021 Hourly Billing Rates**

Date of Proposal: June 7, 2021  
Project: Meridian South Police Station Design – Construction Administration  
Project No.: 2020038.05

The hourly billing rates shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller.

Principal in Charge:	\$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 90.00 - \$ 160.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization:	\$ 115.00 - \$ 125.00
Project Coordinator:	\$ 80.00 - \$ 120.00
Administrative Support Staff:	\$ 80.00 - \$ 120.00