



Document B104™ – 2007

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

AGREEMENT made by and between the following Owner and Architect:

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

City of Grand Island - Utilities Department
City of Grand Island
City Hall
P.O. Box 1968
Grand Island, NE 68802-1968
Telephone Number: 308-385-5444, Ext. 100

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

JEO Architecture, Inc.
2700 Fletcher Avenue
Lincoln, Nebraska 68504
Telephone Number: 402-435-3080
Fax Number: 402-435-4110

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

City of Grand Island, Nebraska Utilities Department Building Renovation and Addition Project 2015-AS-1
The City of Grand Island Utilities Department (Owner) is looking to expand existing facility function and space requirements. The existing Electrical Service Center is located at 1116 W North Front Street, Grand Island, Nebraska. The project includes interior renovation of the existing service center and a new Garage addition to the existing Line Garage building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Included in this project scope of service are the various project phases identified in JEO's proposal for architectural services dated March 12, 2015. The services include PART 1 – Project Programming and Schematic Design and Design Development phase, continue with PART 2 – Construction Documents and Bidding Phase and conclude with PART 3 – Contract Administration services. The scope of the interior renovation work within the existing office building will generally encompass the areas as identified on attached Exhibit "F". The scope of building addition to the existing Line Garage will generally encompass a Pre-Engineered Metal Building (PEMB) addition to the existing facility and will be approximately 120'x 60'. A general layout of this building addition is attached as Exhibit "G". JEO's scope of services is further defined on Exhibit "B".

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 DESIGN PHASE SERVICES

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

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

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

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

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

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

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

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

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

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

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

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

The Scope of Work additional services identified in Section 4.1 shall be determined and agreed upon by the Owner and the Architect in the event that such services are required in the interest of the project.

See also EXHIBIT "A" – Additional Miscellaneous Provisions – CHANGED CONDITIONS

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

§ 4.2.1 The Architect has included in Basic Services Eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 JEO has included surveying services in our scope and fee. The survey shall be limited to a topographical survey of the existing site directly associated with the extents of the proposed site work and will include utility locations related to the area adjacent the building addition as well as locating existing property pins. Survey services beyond this scope will be done as an additional service with additional fee.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

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

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

ARTICLE 7 OWNERSHIP OF DOCUMENTS

§ 7.1 All design documents, including electronic data, required by this Agreement, as instruments of service are the property of the OWNER whether the Project for which they are made is executed or not. The use or reuse of the Drawings and Specifications by the OWNER or others without written consent of the ARCHITECT/ENGINEER will be at the OWNER'S sole risk and without liability to the ARCHITECT/ENGINEER.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Unless otherwise specifically provided in this Agreement, all claims, counter-claims, disputes or other matters in question between the Owner and the Architect/Engineer arising out of, or relating to this Agreement, or the breach thereof, will be decided in a court of competent jurisdiction within the State of Nebraska.

(Paragraphs 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

§ 10.8 See EXHIBIT "A" – Additional Miscellaneous Provisions

ARTICLE 11 COMPENSATION

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

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

§ 11.1.1 PART 1 – Programming, Schematic Design and Design Development Phases: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$45,000.

§ 11.1.2 PART 2 – Construction Documents and Bidding Phases: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$99,000.

§ 11.1.3 PART 3 – Construction Administration Phase: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$36,000.

§ 11.1.4 These compensation amounts are based on the current project scope and the fee matrix identified in JEO's proposal dated March 12, 2015 (estimated construction range \$1 million - \$1.5 million).

§ 11.2 For additional services designated in Section 4.1, the Owner shall compensate *(Paragraphs deleted)*

JEO based on the company's current and standard hourly rates (see EXHIBIT "D") or the Owner and Architect may negotiate an agreed upon lump sum fee.

§ 11.3 For *(Paragraphs deleted)*

additional services that may arise over the course of the Project, the Owner shall compensate JEO based on the company's current and standard hourly rates (see EXHIBIT "D") or the Owner and Architect may negotiate an agreed upon lump sum fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

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

Design Development Phase	N.A.	percent (N.A.	%)
Construction Documents Phase	N.A.	percent (N.A.	%)
Construction Phase	N.A.	percent (N.A.	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 NOT USED

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See EXHIBIT "D" – Standard Hourly Rates. Note these rates may be adjusted on a yearly cycle beginning at the beginning of each new year.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

(Paragraphs deleted)

.3 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraphs deleted)

.4 Other similar Project-related expenditures.

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

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

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

N.A.

§ 11.10 PAYMENTS TO THE ARCHITECT

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due to the Architect based on the Invoice submittal schedule to coincide with "General Information" bullet point "Payments" in the City of Grand Island Utilities Department Request for Proposals Architectural Services Project 2015-AS-1.

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

0.00 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Architect’s Services shall commence with PART 1 Programming, Schematic Design and Design Development services as further defined in EXHIBIT "B" – Scope of Service.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

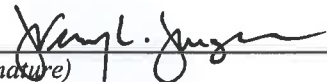
§ 13.2.1 AIA Document B104 – 2007 Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope.

§ 13.2.2 Other documents:

- EXHIBIT "A" – Additional Miscellaneous Provisions
- EXHIBIT "B" – Scope of Service
- EXHIBIT "C" – Standard Insurance Coverage
- EXHIBIT "D" – Standard Hourly Rate Schedule
- EXHIBIT "E" – E-Verify Program
- EXHIBIT "F" – Floor Plan Sketch – Utility Office
- EXHIBIT "G" – Floor Plan Sketch – Garage Addition

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

OWNER




 (Signature)
 Jeremy Jensen, Mayor

 Jeremy L. Jensen, Mayor
 (Printed name and title)



 Tracy R. Winkhof
 Asst. City Attorney

ARCHITECT



 (Signature)
 Corey E. Brodersen, AIA, NCARB, LEED AP,
 Architectural Department Manager

 (Printed name and title)

EXHIBIT "A" – Additional Miscellaneous Provisions

ARTICLE 10 – MISCELLANEOUS PROVISIONS attach the following:
Add the following new Paragraph 10.8

HAZARDOUS MATERIALS

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her sub-consultants to the Owner on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her sub-consultants to all those named shall not exceed the Architect's maximum limit of Professional Liability Insurance for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

CODE COMPLIANCE

The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

DEFINITIONS

As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

CERTIFY, CERTIFICATION: A statement of the Architect's opinion, based on his or her observation of conditions, to the best of the Architect's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the Architect's certification shall not relieve the Owner or the Owner's contractors of any responsibility or obligation they may have by industry custom or under any contract.

COST ESTIMATE (If requested by the Owner): An opinion of probable construction cost made by the Architect. In providing opinions of probable construction cost, it is recognized that neither the Owner nor the Architect has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the Architect's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Architect.

DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive days of 24 hours each, or fraction thereof.

INSPECT, INSPECTION: The visual observation of construction to permit the Architect, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Architect makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Architect shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.



EXHIBIT "B" Scope of Services

YOUR PROJECT:

Your project is defined in AIA Document B104 – 2007, ARTICLE 1 INITIAL INFORMATION and to better define the project scope include two owner provided sketches (EXHIBIT "F" AND "G"). The first sketch (EXHIBIT "F") identifies the proposed interior space of the existing Utility office to be renovated. The second sketch (EXHIBIT "G") identifies the proposal Pre-Engineered Metal Building (PEMB) addition to the existing Line Garage.

SCOPE OF SERVICES:

Based on the information provided by the Owner, we propose to provide professional design services to include architectural design, mechanical engineering, electrical engineering, structural engineering and site civil design. In addition, JEO will provide a site survey which shall be limited to a topographical survey of the existing site directly associated with the extents of the proposed site work and will include locating existing property pins.

It was discussed that the project delivery method will utilize a Design/Bid/Build project approach. JEO will assist with the PART 1 – Programming, Schematic Design and Design Development Phases services, PART 2 - Construction Documents and Bidding Phase services, and PART 3 – Construction Administration Phase services.

These services are described as follows:

PART 1 – Programming, Schematic Design and Design Development Phases

1. Programming:

- a. JEO shall consult with and assist the Owner in defining existing as well as additional Division facility needs, project goals and space requirements.
- b. The program will include estimated square footage of each usage type and any other elements that achieve the project goals.
- c. During this phase of the project, JEO will develop existing background drawings on CAD. Existing background drawings will be developed utilizing existing facility drawings provided by the Owner. JEO will field verify the existing conditions in relation to the existing drawings to confirm accuracy with actual field conditions.
- d. Deliverable: No formal document will be issued at the conclusion of this project phase however the information gathered will be utilized to begin developing building layout options during the Schematic Design Phase.
- e. For this phase of the project, JEO has included 1 site visit/design meeting with the Owner.

2. Schematic Design Phase:

- a. JEO shall provide Schematic Design Services based on information acquired during the Programming Phase. The Schematic Design Documents will illustrate and describe the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plan layout and exterior building elevations.
- b. JEO shall perform a code review and comply with Local and State code requirements.

- c. JEO shall assist in the presentation of recommendations to management and City Council.
- d. Deliverables: Schematic Site Plan, Schematic Floor Plans and Schematic Exterior Building Elevations.
- e. At the conclusion of this project phase, JEO will provide an initial opinion of construction cost based on cost per square foot figures.
- f. For this phase of the project, JEO has included up to 2 site visits/design meetings with the Owner.

3. Design Development Phase:

- a. JEO shall provide Design Development Documents based on the Owner approved Schematic Design Documents.
- b. The Design Development Documents shall illustrate and describe the refinement of the design of the Project and include preliminary structural, mechanical and electrical design.
- c. During this phase, JEO will bring in sub-consultant engineers and/or designers to evaluate existing as well as new building systems.
- d. The Owner shall provide to the design team equipment and interior furnishings information so connections, occupant exiting routes and other necessary spatial arrangements for the overall building can be properly designed.
- e. At the conclusion of this project phase, JEO will provide an updated opinion of construction cost.
- f. During this project phase, JEO will provide services to complete geotechnical services which will provide the design team subsurface compaction information (soils bearing pressure) and recommendations.
- g. Deliverables: Updated Site Plan, Building Floor Plan, Exterior Building Elevations and Preliminary Building Sections.
- h. For this phase of the project, JEO has included 2 site visits/design meetings with the Owner.

PART 2 – Construction Documents and Bidding Phases

4. Construction Documents Phase:

- a. JEO shall provide Construction Documents based on the approved design development documents. The Construction Documents will consist of drawings and specifications setting forth in detail the requirements for the construction of the project.
 - i. drawings as determined by the architect based on the complexity of the project may include:
 - 1. Floor plans (including structural, mechanical, electrical building design)
 - 2. Elevations
 - 3. Sections
 - 4. Details/Schedules
 - ii. project manual (specifications) which will include:
 - 1. General, Supplementary and other conditions
 - 2. Non-technical specifications
 - 3. Technical specifications
 - 4. Bidding requirements
 - 5. Sample forms

- b. During the development of the Construction Documents, JEO shall assist the Owner in the development and preparation of:
 - i. bidding and procurement information which describes the time, place and conditions of bidding
 - ii. bidding or proposal forms
 - iii. form of agreement between the Owner and the Contractor
 - iv. the Conditions of the Contract for Construction (General, Supplementary and other Conditions)
- c. JEO shall submit final construction documents to Fire Marshal for review.
- d. Upon completion of the Construction Document phase, JEO shall provide an opinion of construction cost.
- e. Deliverables: Upon completion of the Construction Documents phase, JEO will provide to the Owner completed plans and specifications (contract/construction documents) from which the Owner will be able to solicit competitive contractor bids.
- f. For this phase of the project JEO has included up to 2 site visits/design meetings.

5. Bidding Phase:

- a. JEO shall assist the Owner in obtaining competitive bids for construction of this defined project.
- b. Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.
- c. JEO shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall reimburse JEO for the cost of reproduction.
- d. JEO shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.
- e. JEO shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- f. JEO shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- g. JEO shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. JEO shall subsequently document and distribute the bidding results, as directed by the Owner.
- h. JEO shall provide a review of received bids and will provide the Owner with a recommendation for award of the contract.
- i. JEO shall assist in awarding and preparing the contracts for construction.
- j. For this phase of the project JEO has included 2 site visits; one taken to assist in the administration of a pre-bid meeting, and one taken to assist with the receipt and opening of bids.

PART 3 – Construction Administration Phase

6. Construction Administration Phase:

- a. JEO shall provide usual and customary administration of the Contract between the Owner and the Contractor as per services defined in the AIA Document B104 – 2007.
- b. Typical services provided during construction often include but are not limited to the following:
 - i. Shop drawing review and approval

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- ii. Pay request review/approval
 - iii. Change Orders
 - iv. Supplemental Instruction
 - v. Answer Contractor questions
 - vi. Progress meetings
 - vii. Substantial completion
 - viii. Final completion
 - ix. Punch list
- c. JEO shall participate in or, at the Owner's direction, shall organize and conduct a pre-construction meeting at the commencement of construction.
 - d. JEO shall receive from Contractor all required project close-out documents including O&M manuals. Once received JEO will forward copies to the Owner.
 - e. JEO shall provide construction observation services. The number of site visit observations are identified in the AIA Document B104 - 2007 Standard Form of Agreement.