AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of CM Sign.; Architect Agrmt

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The architect agreement and supporting documentation for the Gunnison County Library project are attached for review. The agreement requires County Manager signature.

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. Total on Fee Proposal is $802,979, we anticipate $950,000 in property tax collections in the 2020 adopted budget and financing will be secured when appropriate. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/25/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 2/26/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/26/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:
For Ackowledgement

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/28/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/3/2020

Revised April 2015

Standard Form of Agreement between Owner and Architect for a Large Complex Project

AGREEMENT made as of the 27 day of February in the year 2020,

BETWEEN the Architect's client, identified as the Owner:

Gunnison County
Matthew Birnie, County Manager
Gunnison County Administration
200 E. Virginia Ave.
Gunnison, CO 81230

and the Architect:

Anderson Hallas Architects, PC
715 Fourteenth Street
Golden, CO 80401
Mr. Wells Squire, Principal

For the following Project:

The "Project" is the New Library Facility for the Gunnison County Library District. The new facility is to be located on what is currently known as the Van Tuyl Property, owned by Gunnison County, located at 5.32 Acre Track In NW4 NE4 Section 35 #588016, in the City of Gunnison, Colorado. The completed and operating Project is to be comprised of a new, state-of-the-art County Library Building, with related site development, including associated on-site parking and landscaping.

The professional services to be rendered by the Architect under this Agreement are to be comprised of Post Schematic Design to include support and assistance to the Owner in the solicitation of a Construction Manager/General Contractor as builder; Design Development, Construction Documents Generation; and Subsequent Construction Administration and Systems Commissioning Coordination Services as further described in further detail herein below, but in general descriptive terms, as necessary and serving to extend the previously completed Project Programming, Conceptual Design and Schematic Design Phases services of the Architect for its work on the Project undertaken under provisions of a separate, preceding Contract, as referenced herein below, with the Owner, under which preceding Contract, the Architect provided Project Programming, Conceptual and Schematic Design services as were defined in that previous Contract and Executed Amendments thereto.

The new Library Facility will be constructed on the site which is located within the City of Gunnison on a full city block owned by Gunnison County, the funding entity for development of the Project on behalf of the Library District. Permitting and plan review toward final authorized approval of plans and specifications for all construction pertaining to the Project will be via the jurisdiction of the City of Gunnison, and in compliance with all Municipal, County, State and Federal governmental requirements.

The Owner and Architect agree as follows:

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ARTICLE 1: INITIAL INFORMATION

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

§1.1.1 The Owner's program for the Project:
(Identify; documentation or state the manner in which the design program, conceptual design have been developed; and the schematic design continues to be developed via the previous contract between the Owner and Architect, as referenced above.)

The Programming Phase:

The work of the Programming Phase of the Project was undertaken and completed by the Architect, and accepted by the Owner under provisions of a predecessor contract between the parties. The Program of the Project, as accepted, formed the basis of a subsequent Conceptual Design Phase also undertaken by the Architect under the aforementioned predecessor contract. See description of the results of the Conceptual Design Phase immediately below.

The Conceptual Design Phase:

The work of the Conceptual Design Phase of the Project, following the Programming Phase described immediately above, was undertaken and completed by the Architect, and was accepted by the Owner under provisions of the predecessor contract between the parties. The initial sub-phase of Conceptual Design resulted in the creation of Space Programming followed by adjacency diagramming of projected spaces to be incorporated in building design; followed in turn by creation of a number of conceptual block diagrams of activity areas for consideration of the Owner. Following discussions with the Owner and further refinement of the block diagramming and site logistical considerations, a final block diagram was established by the Architect and subsequently approved by the Owner to serve as the basis for development into the final Design Concept for the building facility and development of the site, and as the foundational basis for the work of the Architect in the Schematic Design Phase as described immediately below.

The Schematic Design Phase:

Based on the Owner's approval of the design Concept of the Owner's selection, the Architect has, under provisions of the predecessor contract between the parties, prepared Schematic Design Documents for the Library building facility and the Project as a whole, for the Owner's approval. The Schematic Design Documents generally consist of drawings and other documents including individual preliminary site plans and preliminary building plans, sections and elevations; and perspective sketches, etc. Preliminary selections of major building systems and construction materials are included and noted on the drawings or otherwise graphically, or described in writing.

In the Schematic Design, the Architect has considered environmentally responsible design alternatives, such as material choices and building orientation and location on the site, together with other considerations based on program considerations and aesthetics, in developing building facility architectural aesthetics, building style and component designs that are consistent with the Owner's approved Final Program, schedules and budget for the Cost of the Work of the total Project.

In the Schematic Design, the Architect has considered the value of alternative materials, building systems and equipment, together with other considerations based on the Final Program and aesthetics in developing design elements of the building Project that are consistent with the Owner's schedules and budget for the Cost of the Work of the Project.

§1.1.2 The Project's physical characteristics:

(Identify; or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability ofpublic and private utilities and services; legal description of the site; etc.)

The Project which is described in Section 1.1.1 above shall be located within the City Limits of Gunnison, Colorado. The site of the new Library Facility, known generally as the "Van Tuyl Property," is specifically bounded by Quartz Street to the east of the property; and what would be, upon paving improvement, the extension of Spencer Avenue to the south; and bounded on the west by the Van Tuyl pedestrian and bike trail on the east; and narrowing to the north into the adjacent wetland. The site is owned by the Owner, after title transfer by the former owner, Gunnison County. The site is served by public utilities. The Owner will provide site surveys, geotechnical and environmental studies and traffic studies as appropriate.

§1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, ifknown, a line item breakdown.)

The projected construction cost the new building facility and site/parking development (including any hazardous materials abatement as may be discovered by geotechnical investigation), is $8 Million in total, including provision for CM/GC fee, project General Conditions costs and Construction Contingency only. Maximum Construction Budget for the Project shall not exceed $8,000,000 including all construction contingencies. The current anticipated timeline for the Project, in terms of major Project milestones is set forth immediately below. The Owner's team is working to develop a comprehensive budget (Project Development Budget) for the entire development of the Project, including but not limited to final all development activities to be undertaken beyond construction, which Project Development Budget will serve as the basis for funding of the Project.

§1.1.4 The Owner's anticipated remaining design and construction schedule milestones. *See Attachment E-Project Schedule for details:*

* Owner Establishes Short List of Candidate CM/GCs by:	10 January 2020
* Candidate CM/GCs Complete SD Project Cost Estimates by:	20 February 2020
* SD Cost Reconciliation Period - Architect & Top-Ranked CM/GC:	4 to 8 April 2020
* Establishment of Owner Contract with Top-Ranked CM/GC by:	10 April 2020
* A/E Begins Design Development Phase Work	1 May 2020
* CM/GC Commences Site Mobilization & Excavation	5 April 2021
* Owner Occupy New Library Facility	Second Qtr. 2022

§1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify; method such as competitive bid, negotiated contract or construction management.)

The construction procurement and delivery methodology to be employed in the development of the Project will be by engagement of a single Construction Management/General Contractor (CM/GC, hereinafter referred to as "Contractor"), and constructed and delivered via a Cost of the Work Plus Fee agreement, with attendant General Conditions (form AIA 201 as modified by Owner), between the Owner and Contractor.

The Architect will, as a service to be rendered during the timeframe of the Schematic Design Phase, assist the Owner with the administration of a qualification and fee based selection process for a single General Contractor to join the project team through a Construction Manager/General Contractor format under a total Final Guaranteed Maximum Price delivery method for the delivery of the new Library Facility including all site development, parking and landscaping.

Procurement and construction delivery of the Project will be via selection of a single managing CM/GC, with the required active participation of the Architect in the CM/GC selection administration process, on the basis of CM/GC

qualitative experience and capabilities, as well as fee and general conditions based competitive proposals pertaining to preconstruction, construction and building systems commissioning phase services, within a single, Final Guaranteed Maximum Price (FGMP) provided by the CM/GC.

The CM/GC selection process will include a construction budget update estimate produced by the CM/GC as a component of its competitive proposal, based upon the intended 100% Schematic Design documents produced by the Architect under provisions of the aforementioned predecessor contract with the Owner. Then, upon Owner's selection of the CM/GC, the designated selected CM/GC and the Architect will work together with the Owner to reconcile the Schematic Design scope and the budget offered by the CM/GC awardee, all within the Owner's Approved Budget for the cost of the Work (Construction Cost). Once this collective effort is complete via reconciliation of the Architect's Schematic Design and the Project Cost Estimate of the CM/GC based upon the reconciled Schematic Design of the Architect, the CM/GC, hired by the Owner, will propose an Initial Guaranteed Maximum Price (IGMP) for the Project. The Owner's written acceptance of the IGMP will represent the completion of the Schematic Design Phase.

Thereafter, as the design further evolves, the Architect and CM/GC will work together to provide certainty that the Final Guaranteed Maximum Price (FGMP) proposed by the CM/GC, as based upon the Permit Documents, remains within the Owner approved IGMP. If, at any time the current estimate of the cost of the Work or projected FGMP is not within the approved IGMP, the Owner may direct the Architect and CM/GC, under provisions included in their respective agreements, to work together and with the Owner to bring the Project back within the IGMP. This additional effort, if necessary, and to the extent that any redesign might be necessary to keep within budget, shall be performed at no additional cost to the Owner.

The CM/GC will be hired and engaged by the Owner via contract with the Owner, and brought into the project planning, cost estimating and scheduling process during the design phase. Both the Architect and the CM/GC, under the provisions of their respective agreements with the Owner, will be accountable to the Owner to work together in support of a team approach toward fulfillment of the Owner's goals and objectives for the Project specifically in terms of cost, schedule, quality, safety, and product performance, and all other Owner expressed parameters of overall project success set forth by the Owner via the District Manager.

One major core objective of the design phase work of the Architect, in conjunction with the preconstruction services phase work of the CM/GC will be the ongoing assurances of an accurate projection of Project cost of the Work, to be developed and refined through progressive cost estimates undertaken by the CM/GC with the input and assistance of the Architect in providing a clear basis for accurate cost projection at various remaining stages of design. Establishment of an accurate projection of eventual cost of the work as a significant capital cost of the Project, through the teamwork of the Architect and CM/GC, will form the basis for the Owner to, in turn, establish the amount of capital to be raised and established, and is an imperative related to an establishment of the CM/GC's Final GMP for the Work of the full eventual project scope of new Library Facility building construction delivery and site development, etc.

§1.1.6 The Owner's requirements for consideration of the potential appropriateness of accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of potential bid/procurement packages.)

It is anticipated that there may be a need for separate bid packaging for the project, particularly for achievement of early commencement of hazardous materials abatement (if any such materials or conditions are found on site), initial site preparation and tree removal, and excavation and foundation construction relative to seasonal building constraints. Multiple bid packaging for purposes of potentially early procurement of long-lead items or more extensive fast-tracking of the Project is to be a consideration undertaken during planning and evolution of design.

The number and type of bid/procurement packages initially contemplated is as follows:

Bid Package No. 1-Hazardous Materials Abatement (if any found via Geotechnical Investigation or Phase I Environmental Study)
Bid Package No. 2 -Site Preparation, Utilities, Excavation & Foundations
Bid Package No. 3 -Building Core & Shell
Bid Package No. 4-Building Interior/Occupant Finishes
Bid Package No. 5-Site Development, Parking & Landscaping, etc.
Potential Auxiliary Bid Package for Furniture, Fixtures & Equipment (Typical FF&E) via separate proposal and potential agreement between Architect and Owner.

Note: Provision for long-lead item procurement package for potential finishes, building components, control and communications systems and other technical elements may be required in addition to the above to achieve Occupancy Milestone.

In addition, the Owner may elect to pursue incorporation of design of a Geothermal Heating & Cooling Mechanical System in the project, via design of such system and attendant heat transfer field by a specialist geothermal system engineering consultant to potentially be retained directly by the Owner. Consideration of the incorporation of such a system must be included in further evolutionary design of the Project by the Architect and after the attendant completion of the Project Construction Cost projection estimate updates provided by the Construction Manager after establishment of the IGMP. Thereafter, with the Owner's decision to pursue inclusion of such a geothermal system to serve the building, the Architect will be required to coordinate incorporation of the design of such system(s) with the final design of the Project. If the Owner elects to pursue this option for incorporation of a Geothermal Heating & Cooling Mechanical System and attendant installation of a Heat Transfer Field, and the Owner's Budget will allow the same, the Construction Manager will be required to coordinate the design and construction work of the geotechnical design engineering and construction entity, with the installation of the remaining, more traditional mechanical, plumbing and electrical components, elements and systems as designed by the Architect and its relevant design sub-consultants, to be installed in the building facility.

§1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Environmental Considerations: During typical winter months, the Project location routinely experiences low winter temperatures sometimes in the range of -30 to -40 degrees Fahrenheit.

Groundwater Considerations: The site water table depth has not been determined overall seasons of a typical year, however it is not believed to be problematic for foundation design solutions anticipated by geotechnical investigations undertaken and foundation design alternatives anticipated in the Schematic Design Phase.

Other Considerations: It is anticipated that the new Library facility will be designed and constructed to a LEED Standard, but that formal certification will not be pursued. Any certification the Owner intends to seek shall be determined at a later date, during the design phase.

§1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Andrew Brookhart, Executive Director
Gunnison County Library District Board of Trustees
307 North Wisconsin
Gunnison, CO 81230
Office Telephone: (970) 641-3485

Email Address: drew@gunnisoncountylibraries.org

§1.1.9 The persons or entities, in addition to the Owner's Project Consultant, who are authorized to review, at their discretion, the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Gunnison County Manager:

Matthew Birnie, County Manager
Gunnison County Administration
200 E. Virginia Ave.
Gunnison, CO 81230
Office Telephone: (970) 641-0248
Email Address: mbirnie@gunnisoncounty.org

Gunnison County Facilities
And Grounds:

John Cattles, Sustainable Operations Director
Gunnison County Administration
Facilities & Grounds
200 E. Virginia Ave.
Gunnison, CO 81230
Office Telephone: (970) 641-8560
Email Address: jcattles@gunnisoncounty.org

The Owner has also retrained an Owner's Project Consultant as follows:

Michael J. Mismash, dba
MJM Project Consulting, LLC
203 Meadowlark Trail
Gunnison, CO 81230
Mobile Telephone: (303) 619-3707

The Owner's Project Consultant, as a 3rd party consultant retained to provide recommendations and advice to the Owner's Authorized Representative; the Library District Board of Trustees via the Executive Director; and Board of County Commissioners via the County Manager, with respect to the mode of project development, delivery and project administration, is not a party to this Agreement between the Owner and the Architect. The Owner's Project Consultant is not the Project Manager.

§1.1.10 The Owner will retain the following consultants and contractors:
(List name, address and other information.)

.1 Cost Consultant:
The Owner shall select a Contractor (CM/GC) at the completion of Schematic Design. This Contractor shall provide cost consulting and estimating services to the Project. (NOTE: Programming and early Design Phase cost estimates/models are the separate responsibility of the Architect.)

.2 Scheduling Consultant:
The Owner shall select a Contractor (CM/GC) at the completion of Schematic Design. This Contractor shall provide scheduling consulting services to the Project. A Design Phase Schedule has been submitted by the Architect that shows a complete, critical path timeline for accomplishment of the Project design phases beyond Schematic Design Phase, all within project milestones established in Section 1.1.4 and 1.1.6. of this Agreement. See Attachment E -Architect's Project Schedule.

.3 Geotechnical Engineer:
The Owner shall engage Geotechnical Engineering services separately under direct contract with the Owner.

.4 Civil Engineer:
The Civil Engineering shall be included within the Architect's scope of services. See Attachment D to this Agreement.

.5 Other, if any:
(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

The Owner may elect to engage the services of a Sustainability/Green Building Consultant separately.

The Owner may elect to engage the services of a Geothermal Systems Design and Construction Installation Consultant separately during the Design Development Phase of the Project, in which case the Architect shall work with the Owner, the CM/GC and Geothermal Systems Consultant to incorporate the system designs of such system(s) into the Architect's and its Professional Engineers' complete design of the Project; and within the Owner's Construction Budget of the Project.

The Owner may elect to engage the services of a Building Systems Commissioning Consultant separately.

§1.1.11 The Architect identifies the following representative, as Architect of Record, in accordance with Section 2.3:
(List name, address and other information.)

Mr. Wells Squire, Principal
Anderson Hallas Architects, PC
715 Fourteenth Street
Golden, CO 80401
Office Telephone: (303) 278-4378
Email Address: wellssquire@andarch.com

§1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, address and other information.)

§1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:
See Attachment D to this Agreement

.2 Mechanical Engineer:
See Attachment D to this Agreement

.3 Electrical Engineer:
See Attachment D to this Agreement

.4 Civil Engineer:
See Attachment D to this Agreement

.5 Other Consultants: As required for a complete program and design, unless listed as Owner's

Consultants in Section 1.1.10 of this Agreement
See Attachment D to this Agreement

§ 1.1.12.2 Consultants retained under Additional Services:

As approved in writing by the Owner, and as set forth in Attachment D hereto.

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

Terms and conditions as defined in the Owner's Request for Proposal dated October 25, 2019. See Attachment F hereto.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, shall 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 in accordance with the terms as referenced in this Agreement along with the terms of the Project's AIA A-201 General Conditions as modified by the Owner. The Architect shall provide prompt written notice to the Owner if they become aware of any errors, omissions, or inconsistencies in such services or information.

The Owner and Architect recognize that the AIA A-201 General Conditions may be modified through negotiations with the Contractor. The Owner shall provide the recommended modifications to the Architect for review and comment. The Architect shall be obligated to comply with the final AIA A-201 General Conditions as executed with the Contractor.

ARTICLE 2: ARCHITECT'S RESPONSIBILITIES

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

§2.2 The Architect has represented through their proposal and interview process that it has valuable experience in similar projects and the Architect possesses expertise in these project types that a limited number of Architects possess. The Architect shall perform its services consistent with the highest professional skill and care provided by architectural firms with similar expertise and experience with projects involving public and private sector Library facility and buildings similar to the contemplated Project.

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

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

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

§2.5.1 Comprehensive General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage of Two Million Dollars ($ 2,000,000.00).

§2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit and aggregate for bodily injury and

property damage.

§2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies and is no less than Two Million Dollars ($ 2,000,000.00).

§2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars ($ 500,000.00).

§2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and in the aggregate.

§2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The Certificates of Insurance will also state that 30-days prior to any cancellation of such insurance Owner shall receive, in writing, a Notice of Cancellation. Nothing in or required by this Agreement is, or shall be construed to be, a waiver by the Owner or Gunnison County of the protections or limits of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

§2.5.6 Nothing in or required by this Agreement shall be construed to be a waiver of governmental authority.

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 civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. These include the consultants listed in Section 1.1.12 of this Agreement and any additional consultants as necessary to complete the following services:

1. Project Planning and Final Programming: (Previously completed by Architect via predecessor contract.)
2. Project Cost Estimating from Programming through Conceptual & Schematic Design Phases (Previously completed by Architect via predecessor contract.)
3. Post-Schematic Design Phase Site Design
4. Post-Schematic Design Phase Parking Design
5. Post-Schematic Design Phase Landscape Design
6. Full Post-Schematic Design Phase Building Facility Architectural/Engineering Design & Specification
7. Excavation Design for Construction of Building Foundation
8. Provision of presentation materials for public meetings and presentations of evolving design – i.e. graphic display boards, power point presentation, other means of display, etc., as required during Post-Schematic Design Phases
9. Detailed Design Development and Construction Documents Phases Scheduling in coordination with the Preconstruction Phase Scheduling of the CM/GC
10. Civil Engineering, including storm water and sub-surface moisture management design
11. Utilities Design and Coordination
12. Building Foundation Design
13. Structural Engineering
14. Mechanical and Plumbing Engineering
15. Electrical Engineering

16. Fire Alarm Systems Design
17. Fire Suppression Design
18. Acoustical Engineering
19. Signage and Graphics Design
20. Tele/Data, Security, and Audio/Visual Systems Communications Design/Specification/Integration
21. Lighting Design
22. Modular and/or manufactured building component systems, if any are contemplated in design
23. Building Security and Threat Protection Systems Design
24. Low Voltage Systems Design
25. All Room Finishes & Systems Specification/Integration
26. Meeting Room Finishes & Systems
27. Traditional Building Systems Commissioning via Architect & Design Engineering subconsultants to the Architect; coordinated with Owner's separate Systems Commissioning Agent, if any
28. Hazardous Materials Abatement Specification, if any
29. Others as may be mutually identified and approved by the Owner.

The Owner, with the Architect's assistance, shall select a qualified Contractor to assist in the Preconstruction Phase activities related but not limited to; cost, schedule, value, life-cycle cost, constructability and potential sustainability/green building analysis issues. The Owner must rely on the professional expertise of the Architect and Contractor to plan the Project within the Owner's stated goals related to scope, quality, budget, and schedule. Therefore, the Architect and Contractor shall work closely together during the Preconstruction Phase to assure that the Owner's goals are met in every facet of the Project including but not limited to cost, schedule, quality and safety.

§3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend on-site Project meetings, communicate with members of the Project team and report progress to the Owner with weekly updates, which updates/meetings will occur at least every other week at the Owner's office prior to construction mobilization and/or on-site thereafter as appropriate.

§3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for (1) document coordination between Architect and their consultants (2) printing time (3) the Owner's review (4) the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project all in a format acceptable to the Owner. Cost of design work performed by the Architect on any of the successive phases of design prior to Owner approval of the design work of the previous design phase, in order to maintain the Project schedule, shall be at the risk of the Architect, with any cost of subsequently necessary re-design borne by the Architect.

§3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant or Contractor and participate in developing and revising the Project schedule as it relates to the Architect's services.

§3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Architect shall not exceed them, except for reasonable cause and only with the Owner's prior written approval.

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

§3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall review laws, codes and regulations applicable to the Architect's Services and the Project and be responsible for the same, related to the Design Services. The Architect's design of the Project shall meet requirements imposed by governmental authorities having jurisdiction over the Project.

§3.1.8 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.

§3.1.9 (Intentionally deleted as not applicable.)

§3.2 SCHEMATIC DESIGN PHASE SERVICES

§3.2.1 (Intentionally deleted as not applicable.)

§3.2.2 (Intentionally deleted as not applicable.)

§3.2.3 (Intentionally deleted as not applicable.)

§3.2.4 (Intentionally deleted as not applicable.)

§3.2.5 (Intentionally deleted as not applicable.)

§3.2.5.1 (Intentionally deleted as not applicable.)

§3.2.5.2 (Intentionally deleeted as not applicable.)

§3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant (Contractor) that will or has been Top-Ranked among the Owner's Short List of qualified candidate CM/GC entities for award. The Architect shall meet with the Top-Ranked Contractor and the Owner to present and review the Schematic Design Documents with them for purposes of maximizing their understanding of the design intent.

§3.2.7 Upon receipt of the Top-Ranked Cost Consultant's (Contractor's) cost estimate, at the conclusion of the Schematic Design Phase, the Architect, if necessary, 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 achieve compliance with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall make the necessary revisions to the Schematic Design documents, with the consent and approval thereof by the Owner, prior to commencing work on the Design Development Phase of the Project. Once the Schematic Design scope and the Contractor's cost estimate are aligned, and the Contractor's cost estimate is within the Owner's Approved Budget, the Contractor shall present an Initial Guaranteed Maximum Price (IGMP) for the Owner's review toward written approval. Moving forward thereafter, the Architect and Contractor that has been awarded the Owner's contract as builder of the Project shall work together to assure that the further evolution and phased progress of the design remains within the Owner's Approved Budget while maintaining the intended scope of the Work of the Project and design intent.

§3.3 DESIGN DEVELOPMENT PHASE SERVICES

§3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Project for the Owner's approval. The Design

Development Documents shall illustrate and describe, in further detail, 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials, systems, equipment elements and finishes, and that establish, in general, their quality and performance levels.

§3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents. During Design Development, cost estimates will be made, at a minimum, at approximately 50% and 100% Design Development level by the Contractor (under the separate agreement between the Owner and Contractor) to ensure that the Project does not exceed the Owner's Approved Budget for the total Project, including adequate contingency reserves. The Architect shall cooperate with the Contractor as the Contractor prepares cost/systems studies periodically throughout the development of design and in response to the provision of Contractor cost estimate updates through ongoing issuance of cost variance reports. The drawings shall incorporate narratives of the design intent and performance criteria to enable cost estimation of projection details which may not yet be fully incorporated into the drawings at the time of the preparation of the estimates. The Design Development Phase will not be complete until the Owner approves, in writing, the Design Development documents and the Contractor's schedule and estimate, complying with the Owner's budget, upon which design documents they are based. Work shall not commence with the next design phase until the current design phase is deemed by the Contractor to be within the Owner's Approved Budget for the cost of the Work. Modifications of the drawings and specifications to keep the Project scope and projected cost aligned with the Owner's Approved Budget for the cost of the Work will be made by the Architect at each design phase, if required, at no additional cost to the Owner.

§3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase of the Project, 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.

§3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Architect's professional services including final Construction, Documents, shall be in accordance with applicable building codes and ordinances as of the date of submission.

§3.4.3 During the development of the Construction Documents of the Project, or at such other appropriate time as determined by the Owner, the Architect shall assist the Owner and Contractor in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile project manuals that include the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§3.4.4 Construction Documents shall be prepared in a manner that provides the Owner with the documentation necessary for the Contractor, through the separate agreement with the Owner, to develop a detailed Final Guaranteed Maximum Price (FGMP) with the minimal number of allowances reasonably possible. The Architect shall cooperate with the Contractor who shall provide a cost estimate at the 50% Construction Documents (CD) phase of the Project, and provide input back to the Architect for incorporation into the CD's prior to them being issued for permit. The permit set of documents shall be considered 95% CD's. While the permit documents are being reviewed, the Contractor shall prepare the Final Guaranteed Maximum Price for the Project for the Owner's consideration toward written approval. In the event that the Final Guaranteed Maximum Price is not within the Owner's Approved Budget, the Architect and the Contractor will work together to bring the Project within the Owner's Approved Budget, schedule and quality expectations at no additional cost to the Owner.

§3.4.5 Upon receipt of the Cost Consultant's 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.

§3.5 BIDDING OR NEGOTIATION PHASE SERVICES
§3.5.1 GENERAL
Included within Basic Services, the Architect shall assist the Owner in establishing a list of prospective contractors. During the completion of the Schematic Design Documents or at such other appropriate time as determined by the Owner, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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

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

.1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
.2 participating in a pre-bid conference for prospective bidders, and
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

The Architect shall participate in the selection process the selection of both the Contractor and many of the key subcontractors.

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

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

1. facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective Contractor's and evaluation of their qualifications and experience.

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

§3.6 CONSTRUCTION PHASE SERVICES

§3.6.1 GENERAL

§3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction as modified by the Owner.

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

§3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the date noted in the Notice to Proceed for the Contractor or commencement of Work in the field, whichever comes first and terminates on the date the Architect issues and Owner accepts the final Certificate for Payment.

§3.6.2 EVALUATIONS OF THE WORK

§3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report within 24 hours verbally to the Owner and in writing to the Owner within 3 days, (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

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

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

§3.6.2.5 Unless the Owner designates another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, as modified by the Owner, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Any decisions made related to cost, schedule and/or quality shall be in cooperation with the Owner.

§3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations shall have considered (1) an evaluation by the Architect of the Work for conformance with the Contract Documents upon Substantial Completion, (2) review by the Architect of the results of subsequent tests and inspections, (3) evaluation by the Architect of correction of minor deviations from the Contract Documents prior to completion, (4) specific qualifications expressed as allowed by the Architect, and (5) subject to adequate documentation backup provided by the Contractor.

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

§3.6.3.3 The Architect shall maintain, and make available to Owner upon request, a record of the Applications and Certificates for Payment for two (2) years after completion of the Project.

§3.6.4 SUBMITALS

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

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

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

§3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification, if known, 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 requests for information.

§3.6.4.5 The Architect shall maintain a "Submittal Record Log" with copies of submittals from Contractor. The log shall include the date received from the Contractor, date returned to the Contractor and re-submittal dates as required.

§3.6.5 CHANGES IN THE WORK

§3.6.5.1 The Architect, with the Owner's prior written approval, 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. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§3.6.6 PROJECT COMPLETION

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

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

§3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The amount to be withheld from the Contractor shall represent 150% of the Work left to be completed or corrected.

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

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

ARTICLE 4: ADDITIONAL SERVICES

§4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. Regardless of any other provision in this Agreement or the Contract Documents, no Additional Services will be

performed without prior written authorization from the Owner, which Owner may withhold in its discretion. Architect will not be entitled to make a claim for Additional Services to the extent such services are necessitated by errors or omissions by the Architect. Architect agrees that written notice to Owner of the circumstances giving rise to Additional Services shall be provided within thirty (30) days of the circumstances and shall be a condition precedent to payment for Additional Services. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

When the Architect is listed within the "Responsibility" section of this Article 4.1.1 through 4.1.34, these services shall be considered Basic Services to this Agreement and shall be performed without additional compensation.

Basic Services:

§	Services	**Responsibility** ***(Architect, Owner Not Provided)*** **Location of Service Description**	**Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)**
4.1.1	Planning and Final Programming	N/A	
4.1.2	Multiple engineering discipline preliminary & final designs	Architect	
4.1.3	Measured drawings & specifications	Architect	
4.1.4	Existing facilities surveys	N/A	
4.1.5	Site Evaluation and Planning	Architect	
4.1.6	Building information modeling	Architect	
4.1.7	Civil, Utilities & Site Engineering	Architect	
4.1.8	Landscape Design	Architect	
4.1.9	Architectural & Interior Design	Architect	
4.1.10	Value/Life-cycle Cost Analysis	Architect/Contractor	
4.1.11	Detailed cost estimating	Architect/Contractor	
4.1.12	On-site Project representation	Architect	
4.1.13	Conformed construction documents	Architect	
4.1.14	As-Designed Record drawings	N/A	
4.1.15	As-Constructed Record drawings*	Architect/Contractor	
4.1.16	Post occupancy evaluation	Architect	

4.1.17	Facility Support Services	N/A	
4.1.18	Tenant/occupant-related services	Architect	
4.1.19	Coordination of Owner's consultants	Owner	
4.1.20	Telecommunications/data & Communications Design	Architect	
4.1.21	Security Evaluation and Planning	Architect	
4.1.22	All Systems & Equipment Final Commissioning	Owner/Contractor	
4.1.23	Extensive Environmentally Responsible Design	Architect	
4.1.24	"LEED" Certification Compliant Design	Architect (Formal Certification N/A)	
4.1.25	Historic Preservation Compliant Design	N/A	
4.1.26	Furniture, Furnishings, and Equipment Design	(Architect to include separate proposal to Owner for County FF&E)	
4.1.27	Hazardous Materials Testing (if any found via Geotechnical Investigation or Phase I Environmental Study)	(Architect via included separate proposal)	
4.1.28	Hazardous Materials Abatement Design & Specification (if any found)	Architect via subconsultant	
4.1.29	Existing Building Demolition Design & Specification	N/A	
4.1.30	Renovation & Adaptive Re-use Design & Specification/Structural Analysis	N/A	
4.1.31	Site parking & traffic requirement compliant design & specification	Architect	
4.1.32	Geotechnical Investigation & Design	Owner	
4.1.33	Materials Testing & Inspection	Owner	
4.1.34	Signage (Library, City, County, & Code as applicable)	Architect	
4.1.35	Other Project Specific Services/Design	TBD	

*Per Section **4.1.15**, Architect will review Contractor's marked up record drawings and will prepare a Project record drawing set. Final Record Drawings will be provided to Owner in reproducible hard copies as follows:.(Two (2) paper copies and one (1) Mylar film) and in electronic format in accordance with industry standards. Owner's confidential information, such as security wiring and related systems, will not be prepared in electronic format.

§4.2 Insert a description of each Additional Service below if not further described in an exhibit attached to this document:

None. The Architect shall provide complete design services required for this Project unless noted otherwise. Additional Services, if required shall be added to this Agreement by written Amendment.

§4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, including but not limited to vague, incomplete, inconsistent or uncoordinated design documents, any Additional Services provided in accordance with this Section shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule provided that the Owner has given written authority prior to the work being done.

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

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations enacted after the completion of the Instruments of Service;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors which has a substantive and justifiable impact;

.5 (Intentionally deleted);

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner after the acceptance of the Final Guaranteed Maximum Price and execution of the Contractor's Agreement;

.7 (Intentionally deleted);

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto unless the Architect is wholly or partly the cause of the dispute;

.9 (Intentionally deleted);

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§4.3.2 The Architect's team shall jointly develop, complete, and coordinate Design Documents to include Construction Documents for the Project. With the proper preparation of Construction Documents with minimal errors, inconsistencies and discrepancies, the need for the services listed below shall be minimized. However, if through no fault of the Architect's team the following Additional Services are required of the Architect's team, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required or are the result of the quality of the Architect's Construction Documents, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Excessive reviews of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Excessive responses to the Contractor's requests for information that are not prepared in accordance

with the Contract Documents or where such information is clearly available to the Contractor from a reasonable study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, other than those required to clarify or complete the original intent of the Construction Documents;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker, unless the Claims are the result of errors, omissions or inconsistent Construction Documents;

.5 Evaluating extensive substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom, after the acceptance of the Final Guaranteed Maximum Price; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services sixty (60) days after the date of Substantial Completion of the Work.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. The Architect shall review submittals up to two (2) times for standard submittals based on clearly demonstrated design intent. For complex design items, including but not limited to: key building materials and systems, finish materials, MEP systems, etc. the numbers of reviews shall be up to three (3). For elements that have not been clearly conveyed in the Construction Documents the number of reviews will be as required to demonstrate the design intent to the Contractor and their subcontractors.

.2 Bi-Monthly visits to the site, or as required by Owner up to 50 total visits, by the Architect over the duration of the Project during design and construction phases both (not including site visits required per Section 4.3.4 below). Special visits, as outlined in Section 4.3.4, required to resolve design issues or design problems are in addition to these visits and shall be at no additional cost to the Owner. Trips, beyond the 50 required above, resulting from Contractor error or Owner add-ons may be considered as Additional Services if Owner approves as such prior to Architect taking the trip.

.3 Three (3) 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 Three (3) inspections for any portion of the Work to determine final completion

.5 If upon inspection, the Architect determines that the Project is substantially complete, the Architect shall within forty-eight (48) hours after such determination, issue a certification of Substantial Completion subject to outstanding punch list items in a form reasonably acceptable to Owner but at a minimum sufficient to enable the Owner to evidence the achievement of Substantial Completion of the Project.

§4.3.4 Additional site visits as required to provide guidance and direction to the Contractor for design elements which are inconsistent, vague, incomplete or incorrect shall be considered Basic Services and otherwise not reimbursable.

§4.3.5 If the services covered by this Agreement have not been completed within thirty (30) 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 need analysis and/or preliminary

program related information 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 be responsible for creating the overall Project schedule in the form of major milestones for Preconstruction and Construction Phases of the Project. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§5.3 The Owner shall establish and periodically confirm or, with consultation with the Architect and Contractor, seek to cooperatively 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. The Owner shall furnish the services of a Cost Consultant (Contractor) that shall be responsible for preparing all estimates of the Cost of the Work other than the Final Program and Conceptual Design Phase estimates, which (Final Programming and Conceptual Design) shall be the responsibility of the Architect. 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 budget for the Cost of the Work or 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 Contractor 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 toward coverage of such potential 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 delays.

§5.5 The Owner shall furnish surveys to describe physical characteristics and utility locations for the site of the Project. The Surveys 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, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§5.6 The Owner shall furnish services of a geotechnical engineer, which services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions and treatments, with written reports and appropriate recommendations.

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

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

§5.9 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.

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

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

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

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

§5.14 The Owner and Contractor may communicate directly with each other related to the Project. The Owner shall be copied and kept current on all such communications. If these communications are substantive or impact other members of the Project Team, then all parties will be notified of the content of the communications.

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 mobilize for and 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, compensation of the Owner's other consultants, the costs of the land, rights-of-way, financing, and Owner and Design 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 5.3 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 Cost Consultant of the Contractor 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 review the cost budgets/estimates at each milestone budget/estimate and provide comments. If the Architect is not in agreement with the Cost Consultant of the Contractor, it is the Architect's responsibility to immediately bring any discrepancies or concerns to the attention of the Owner and Cost Consultant of the Contractor in writing.

§6.4 If, prior to the conclusion of each design phase budget comparison update/estimate, the Cost Consultant'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 Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's design schematics, size, quality or budget, and the Owner shall cooperate with the Architect and Cost Consultant in evaluating recommendations.

§6.5 If the 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

.1 give written approval of an increase in the budget for the Cost of the Work; or

.2 in consultation with the Architect and Contractor, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.3 implement any other mutually acceptable alternative.

§6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications 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 Construction Document Phase Services, or the budget as adjusted under Section 6.5.1.

§6.7 After incorporation of modifications under Section 6.6, the Architect shall, without additional compensation, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates 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.

ARTICLE 7: COPYRIGHTS AND LICENSES

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

§7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Upon receipt of partial or full payment to the Architect for the Instruments of Service , the Owner shall have title to all copyright and intellectual property materials and other property rights, in and to all phased and final designs, plans, and specifications, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, draft specifications, contract documents, studies, reports, notes and any other materials or work products, whether in electronic or hard copy format, created by the Architect pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (Collectively "Documents"), whether the Project for which the documents were created is executed or not. Architect further warrants that it will ensure that all agreements with Consultants shall contain language incorporating the same provisions for intellectual property materials and other property rights. Architect and its Consultants shall be entitled to retain copies of all Instruments of Services and other information generated or obtained in the course of providing Services hereunder, for their business records.

§7.3 Any unilateral use by the Owner without the Architects involvement, of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the Owners sole risk and without liability to the Architect/Engineer and the Architect/Engineer's consultants; provided however, that if the Owner's unilateral use occurs for completing, using or maintaining the Project as a result of the Architect's breach of this Agreement, nothing in this Article shall be deemed to relieve the Architect of liability for its own acts or omissions or breach of this Agreement

§7.3.1 (Intentionally deleted)

§7.4 (Intentionally deleted)

ARTICLE 8: CLAIMS AND DISPUTES

§8.1 GENERAL

§8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements specified by applicable law The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article 8.

§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 A1A Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees, and the Owner's Project Consultant 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.

§8.1.4 Intentionally Deleted.

§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 initiating litigation. 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 mediation.

§8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, utilizing a mediator mutually agreed upon by both Parties. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

§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 the dispute through mediation pursuant to this Section 8.2, the dispute may then proceed to litigation. Jurisdiction and venue for all litigation arising out of or related to this matter shall lie solely with the Gunnison County Combined Courts in Gunnison, Colorado, unless the subject matter is one of exclusive jurisdiction in the United States Federal Court.

§8.3 ARBITRATION

§8.3.1 Intentionally Deleted.

§8.3.1.1 Intentionally Deleted.

§8.3.2 Intentionally Deleted.

§8.3.3 Intentionally Deleted.

§8.3.4 CONSOLIDATION OR JOINDER
§8.3.4.1 Intentionally Deleted.

§8.3.4.2 Intentionally Deleted.

§8.3.4.3 Intentionally Deleted.

ARTICLE 9: TERMINATION OR SUSPENSION

§9.1 If the Owner wrongfully 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 fourteen (14) 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 actual Reimbursable Expenses. 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's time schedules shall be equitably adjusted.

§9.3 If the Owner suspends the Project unless planned within the Owner's Approved Schedule, for more than 90 consecutive days, for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice.

§9.4 Either party may terminate this Agreement upon not less than fourteen (14) 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 fourteen (14) 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.

§9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Upon any termination or suspension pursuant to Article 9, Architect shall take reasonable steps to minimize costs and fees while services are suspended or after they are terminated.

§9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10: MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction as modified by the Owner.

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

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

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

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

§10.7 The Architect shall be given reasonable access to the completed Project to make photographic or artistic representations of the Project for the promotion or its professional services. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The section and paragraph headings herein are inserted only for the purpose of convenience and reference and in no way do they define, limit, extend, or describe the meaning, scope, or intent of any part of this Agreement.

§10.11 If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

§10.12 All notices required under this Agreement shall be in writing and shall be deemed given when hand delivered, sent by confirmed facsimile, or delivered by express courier with written confirmation to the address of the Owner or Architect, as the case may be, as set forth on the first page of the Agreement. Either party by notice given in accordance with this paragraph may change the address to which future notices shall be sent.

§10.13 Notwithstanding the termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed, or discharged, and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced, or observed, performed, or satisfied (including but not limited to the duties, obligations, and rights with respect to confidentiality) shall survive such expiration or

termination until such duty or obligation has been fully observed, or discharged and such right has been enforced, enjoyed, or satisfied.

ARTICLE 11: COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Attachment A for details.

§ 11.2 For Additional Services designated in Section 4.2, 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.)

See Attachment B for Billable Rates.

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

See Attachment B for Billable Rates.

§ 11.4 Compensation for 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 without additional burdens or mark-ups:

Based on Billable Rates in Attachment B.

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

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, 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 is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices and with Owner's prior written approval which shall not be unreasonably withheld
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Please see Attachment B -Billable Rates.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include

expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance phone services, dedicated data and communication services and teleconferences;

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

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

.5 Postage, handling and delivery;

.6 Expense of overtime work for hourly employees only, if authorized in advance by the Owner;

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

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's Consultants only specifically identified in the Architect's proposal;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Intentionally Deleted

.11 Intentionally Deleted

.12 The total reimbursable expenses for complete design services for this Project shall be limited to a maximum amount of Eight Hundred Thousand Nine Hundred and Seventy-Nine dollars ($802,979.00) Please see Attachment C for details. This includes limited design document printing for use by the Owner, Owner's Representative and three (3) copy sets for the Contractor, for each phase or major revision. This amount does not include the cost for printing of drawings and specifications for the subcontractors' use or material to be used by the Owner in marketing the Project.

.13 The maximum reimbursable expense amount of shall be subject to renegotiation if the Project is substantially altered.

§11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants without additional mark-ups or burdens.

§11.8.3 Items included as Basic Services within Section 4 and therefore a part of the fee and otherwise not reimbursable include, but are not limited to, the following:

1 Project related web management; and

2 All taxes levied on professional services and reimbursable expenses that the Owner is exempt from.

§11.9 Compensation for Use of Architect's Instruments of Service
(Intentionally Deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date the Architect's Invoice is received by Owner. If the Owner wishes to dispute any payments to the Architect, Owner shall advise the Architect within fourteen (14) calendar days of Owner's receipt of the invoice, and shall identify the specific item(s) and dollar amounts under dispute. Payment of the balance of the invoice shall be due as described above. Amounts unpaid sixty (60) days after the invoice date-shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

6%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 provide monthly to the Owner on the Architect's Invoice.

§11.10.5 PAYMENT OF CONSULTANTS
The Architect agrees to promptly pay any and all sums due and owing to the Consultants for their work in connection with the Project, when payment is made by the Owner, subject to the terms and conditions of the Architects' agreements with its Consultants. The Architect shall indemnify, and hold the Owner and Owner's Project Consultant harmless from any and all claims, including but not limited to mechanic's liens, filed or asserted by or on behalf of any of the Architect's Consultants, with respect to nonpayment of fees. At the Owner's request, the Architect will provide documentation of payments by the Architect to Consultants.

§11.10.6 REGARDING AGREEMENTS WITH CONSULTANTS
The Architect shall execute a written agreement with each of its Consultants. Each Consultant shall agree to maintain a professional liability (negligent errors and omissions) policy of insurance and workman's compensation insurance as required by statute. The Consultants shall perform the services as indicated, and no other or additional consultants shall be used to perform any of said services unless the Owner specifically authorizes the use of such other or additional consultants. Copies of Architect's agreements with the Consultants and proof of each Consultant's insurance shall be provided to Owner prior to the Consultant beginning services on the Project. Architect shall indemnify and hold Owner harmless from all liens and other encumbrances against the Owner's property or facilities on account of debts or claims alleged to be due from Architect or its subcontractors. Architect shall manage and obtain required lien waivers and related documentation, and shall defend, at its own expense, any claim or litigation in connection therewith.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect as modified by the Owner.

.2 AIA Document A201™-2007, General Conditions of the Contract for Construction as modified by the Owner.

.3 List Exhibits:

Attachment A: Fee Proposal

Attachment B:	Billable Rates Schedule
Attachment C:	Reimbursable Expenses
Attachment D:	Architect's Consultant List
Attachment E:	Architect's Project Schedule dated February 19, 2020.
Attachment F:	Request for Proposal for New Library Facility Project, Remaining Design & Construction Administration Services of the Architect

.4 Other documents:

None.

This Agreement has been executed by the Parties on the Signing Date.

Matthew Birnie, Manager, Gunnison County

Well Squier, Principal, Anderson Hallas Architect

Concurrence:

Andrew Brookhart, Director, Gunnison County Library District

END

ANDERSON
HALLAS
ARCHITECTS

December 19, 2019

Mr. Drew Brookhart
Executive Director
Gunnison County Library District
307 North Wisconsin Street
Gunnison, CO 81230

Dear Drew,

It has been an immense pleasure working with you, the Library Board of Directors, the Library Steering Committee and all library stakeholders of Gunnison County over the past 18 months to assist in establishing a clear vision for the new Gunnison Library. We are thrilled with the work we have accomplished together, and even more excited for the opportunities we have ahead of us!

Attached please find our final proposed fees for the Design Development phase through the construction Contract Administration phase. The following documents include all our negotiation efforts and adjustments we have worked through over the past few months and strives to provide a highly comprehensive proposal, so as avoid the potential for any future design fee adjustments. As always, please don't hesitate to let me know if you have any questions. Thank you very much.

Best regards,

Wells M. Squier, AIA
Principal – Anderson Hallas Architects

ANDARCH.COM
303 278 4378
CRAFT BALANCE WHIMSY

GCLD - Design Development - Construction Administration			
Project:	Gunnison County Library District	Prepared By:	Wells Squier
Firm:	Anderson Hallas Architects, PC		
Project Title:	Professional Final & Complete Post-Schematic Design Phase / Design & Construction Administration Services		

Work Tasks	Direct Labor	Other Direct Costs	Amount
Design Development			
DD Phase Kick-off Meeing in Denver (Hours include a separate trip to observe the site for Civil and LA)	$7,860.00		$7,860.00
Monthly Board Meetings (Via GoTo Meeting)	$4,790.00		$4,790.00
Develop 50% DD Documents and Outline Specifications	$104,859.00		$104,859.00
Consultant Coordination Meeting #1 - GoToMeeting	$3,746.50		$3,746.50
Issue 50% DD for cost estimate by CMGC	$10,806.00		$10,806.00
50% DD Consultant Coordination Meeting #2 - in AH office	$5,155.00		$5,155.00
Update DDs per GCLD Comments	$28,915.00		$28,915.00
Ongoing conversations with City Planning and Permitting Department	$5,032.00		$5,032.00
Develop Documents to 100% DD - Issue 100% DD for cost estimate by CMGC	$45,213.00		$45,213.00
AH Trip to Gunnison, presentation to Library Board, County Commissioners, Staff	$6,510.00		$6,510.00
Construction Documents			
Develop 50% CD Documents and Specifications	$98,640.00		$98,640.00
Consultant Coordination Meeting #3 - GoToMeeting	$3,671.50		$3,671.50
Issue 50% CD for cost estimate by CMGC	$8,477.00		$8,477.00
50% CD Consultant Coordination Meeting #4 - in AH office	$5,435.00		$5,435.00
CD Design Review Meeting w/ GCLD (incl. Community Open House Meeting)	$5,264.00		$5,264.00
Develop 95% CD Documents and Specifications	$81,732.00		$81,732.00
95% CD cost estimate by CMGC	$5,062.00		$5,062.00
Finalize Complete CDs for Permitting	$33,261.00		$33,261.00
Address Permit Review Comments - Issue 100% CDs	$14,938.00		$14,938.00
Basic Wayfinding, Signage Coordination, Donor Wall Design, (2) Area Dedications	$3,736.00		$3,736.00
Ongoing conversations with City Planning and Permitting Department	$3,764.00		$3,764.00
Construction Contract Administration			
Preconstruction Phase Services Coordination	$15,674.00		$15,674.00
CA Site Visits - Assume 15 for Architect	$50,051.00		$50,051.00
General Construction Administration (GoToMeeting OACs when not traveling , Submittal Review, RFI's, Etc.)	$91,575.00		$91,575.00
Prepare As-Constructed Record Documents (based on CMGC Field Set)	$11,181.00		$11,181.00
Post Construction and Occupancy	$3,257.00		$3,257.00
Reimbursable Expenses		$ 29,300.00	$29,300.00
	Base Fee		$687,905.00

Work Tasks	Direct Labor	Other Direct Costs	Amount
Specialized Services			
Geothermal HVAC System Well-Field Design (Major)	$14,750.00		$14,750.00
Fundamental Commissioning (CxA) Services (Mech)	$19,600.00		$19,600.00
AV/Voice/Data/Security Design Services (AE Design)	$15,400.00		$15,400.00
Additional Site Visits (or GoToMeeting participation) above the 15 included for CA, to total a maximum of 50 trips	$39,964.00		$39,964.00
Electrical Commissioning (AE Design)	$6,950.00		$6,950.00
Specialized Building Envelope Consulting	$5,100.00		$5,100.00
LEED or Green Globes Certification - NOT INCLUDED	$0.00		$0.00
Bridge Design (REDUCED AND MOVED TO STRUCTURAL FEE ABOVE)	$0.00		$0.00
Energy Modeling (360 Engineering)	$13,310.00		$13,310.00
	Specialized Services		**$115,074.00**

Total Fee (Including Specialized Services)	**$802,979.00**

Signature:	
Date:	11/12/2019 REVISED 12.19.2019

Project:	Gunnison County Library District	Project Title:	Professional Final & Complete Post-Schematic Design Phase / Design & Construction Administration Services	Prepared by: Wells Squier 2019.11.12 Rev. 12.18.2019
Firm:	Anderson Hallas Architects, PC			

A/E Name / Loaded Hourly Rate

Discipline	Firm	Position	Loaded Hourly Rate
Architectural	AH Architects, PC	Principal	$ 184.00
		Project Manager	$ 142.00
		Project Architect	$ 121.00
		Draftsperson I	$ 103.00
		Administrative	$ 120.00
		Clerical	$ 63.00
Civil	Martin Martin, Inc.	Principal	$ 230.00
		Sr. Project Engineer	$ 175.00
		Proj Engr	$ 150.00
		Civ. 3D Tech	$ 120.00
		Admin	$ 90.00
Landscape Arch	DHM, Inc.	Principal	$ 140.00
		Associate	$ 105.00
		Designer	$ 90.00
		Irrigation Designer	$ 100.00
Structural	Martin Martin, Inc.	Principal	$ 230.00
		Sr. Project Engineer	$ 175.00
		EIT II	$ 125.00
		Revit Tech	$ 105.00
		Admin	$ 90.00
Mechanical / Plumbing	360 Eng. Inc.	Principal	$ 175.00
		Project Manager	$ 140.00
		Project Engineer 2	$ 120.00
		Project Engineer 1	$ 100.00
		Administrative	$ 80.00
Electrical / Lighting / AV	AE Design, Inc.	Principal	$ 160.00
		Project Manager	$ 135.00
		Project Engineer	$ 125.00
		Project Designer	$ 95.00
		Administrative	$ 75.00
Geothermal	Major Geothermal	Terry Proffer	$ 175.00
		CAD Support	$ 75.00
Roof Consulting	Rooftech	Principal	$ 150.00
		CADD Technician	$ 100.00
		Field Technician	$ 90.00
		Administrative Assistant	$ 60.00
Building Envelope	Building Systems, LLC	Principal	$ 150.00
			$ -
			$ -
			$ -
Acoustics	K2	Principal Consultant	$ 170.00
		Sr. Consultant	$ 135.00
		Consultant	$ 120.00
		Sr. Designer	$ 95.00
		Designer	$ 85.00

Tasks

Task	TOTAL DIRECT LABOR COST/ TASK	COMMENTS & NOTES
Design Development		
CD Phase Kick-off Meeting in Denver (Hours include a separate trip to observe the site for Civil and LA)	$ 7,880.00	
Monthly Board Meetings (Via GoTo Meeting)	$ 4,790.00	
Develop 50% DD Documents and Outline Specifications	$ 104,938.50	
Consultant Coordination Meeting #1 - GoToMeeting	$ 3,746.50	
Issue 50% DD for cost estimate by CMGC	$ 15,505.00	
50% DD Consultant Coordination Meeting #2 - In AH office	$ 6,198.00	
Update DDs per GCLD Comments	$ 28,915.00	
Ongoing conversations with City Planning and Permitting Department	$ 5,032.00	
Develop Documents to 100% DD - Issue 100% DD for cost estimate by CMGC	$ 40,212.50	
AH Trip to Gunnison, presentation to Library Board, County Commissioners, Staff	$ 6,910.00	
Construction Documents		
Develop 50% CD Documents and Specifications	$ 98,640.00	
Consultant Coordination Meeting #3 - GoToMeeting	$ 3,671.50	
Issue 50% CD for cost estimate by CMGC	$ 8,477.00	
50% CD Consultant Coordination Meeting #4 - In AH office	$ 5,426.00	
CD Design Review Meeting w/ GCLD (Inc. Community Open House Meeting)	$ 5,264.00	
Develop 95% CD Documents and Specifications	$ 81,732.00	
95% CD cost estimate by CMGC	$ 6,062.00	
Finalize Complete CDs for Permitting	$ 33,291.50	
Address Permit Review Comments - Issue 100% CDs	$ 14,936.00	
Basic Wayfinding, Signage Coordination, Donor Wall Design, (2) Area Dedications	$ 3,756.00	
Ongoing conversations with City Planning and Permitting Department	$ 3,764.00	
Construction Contract Administration		
Preconstruction Phase Services Coordination	$ 18,674.50	
CA Site Visits - Assume 15 for Architect	$ 50,031.50	
General Construction Administration (GoToMeeting OACs when not traveling, Submittal Review, RFIs, Etc.)	$ 91,273.50	
Prepare As-Constructed Record Documents (based on CMGC Field Set)	$ 11,181.50	
Post Construction and Occupancy	$ 3,297.00	

Summary by A/E

	Architectural	Civil	Landscape Arch	Structural	Mechanical / Plumbing	Electrical / Lighting / AV	Geothermal	Roof Consulting	Building Envelope	Acoustics	Total
DIRECT LABOR COST FOR EACH A/E	$ 331,215.00	$ 64,215.30	$ 81,300.00	$ 55,365.00	$ 56,580.00	$ 42,605.00	$ -	$ 16,699.40	$ -	$ 14,100.00	$ 664,605.00
Reimbursable Expenses (Travel, Printing and Direct Expenses)	$ 23,500.00	$ 1,800.00	$ 300.00	$ 1,300.00	$ 900.00	$ 500.00	$ 500.00	$ 300.00	$ -	$ 600.00	$ 29,300.00
Total Labor and Fee	$ 354,715.00	$ 65,215.30	$ 82,400.00	$ 56,665.00	$ 57,280.00	$ 44,105.00	$ 500.00	$ 17,000.00	$ -	$ 14,900.00	$ 687,905.00

4.0 Specialized Services:

Service	TOTAL DIRECT LABOR COST/ TASK
Geothermal HVAC System Well-Field Design (Major)	$ 14,750.00
Fundamental Commissioning (CxA) Services (Mech)	$ 19,880.00
AV/Video/Data/Security Design Services (AE Design)	$ 15,400.00
Additional Site Visits (or GoToMeeting participation) above the 15 included for CA, to total a maximum of 30 trips	$ 29,964.30
Not Used	$ -
Electrical Commissioning (AE Design)	$ 6,930.00
Specialized Building Envelope Consulting	$ 5,100.00
FFE Design - NOT INCLUDED	$ -
LEED or Green Globes Certification - NOT INCLUDED	$ -
Bridge Design (REDUCED AND MOVED TO STRUCTURAL FEE ABOVE)	$ -
Energy Modeling (360 Engineering)	$ 13,310.00

	Architectural	Civil	Landscape Arch	Structural	Mechanical / Plumbing	Electrical / Lighting / AV	Geothermal	Roof Consulting	Building Envelope	Acoustics	Total
Total Labor and Fee (Specialized Services)	$ 29,964.30	$ -	$ -	$ -	$ 22,510.00	$ 22,330.00	$ 14,750.00	$ -	$ 5,100.00	$ -	$ 115,274.30
TOTAL FEE (Inclusive of Specialized Services)	$ 384,679.30	$ 65,215.30	$ 82,400.00	$ 56,665.00	$ 80,290.00	$ 66,435.00	$ 15,250.00	$ 17,000.00	$ 5,100.00	$ 14,900.00	$ 942,879.30

12/19/2019

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Assumptions and Exclusions

Revised 12.18.2019

The following constitutes our understanding of the project and is the basis for our scope of services and the proposed fee. Our total proposed fee, inclusive of "specialized services" is intended to provide comprehensive design and engineering requirements to fully deliver the new library facility on the Van Tuyl site. We are providing the following assumptions and exclusions to assist in confirming the extent of our scope, while also doing our best to clarify scope that is not anticipated, or otherwise assumed to not be required.
Significant changes to size and character of the project, project budget or the addition of unanticipated scope may result in modifications to Anderson Hallas's services and fees as proposed herein.

Project Overview:

- The project consists of a 13,800 square foot footprint of new construction (to be increased up to +/- 15,000 sf in further Design phases)
- The estimated construction budget for the Project is $8 million.
- The Project will be completed with a single integrated design and construction package.
- The Project will be designed and constructed in accordance with applicable regulations of the following Authorities Having Jurisdiction (AHJ):
    - City or County Standards and Regulations:
        - Gunnison
    - Special District Regulations:
        - Gunnison Volunteer Fire Department

Client's Responsibilities:

The Client will be responsible for providing the following:

- Topographic site survey.
- Geotechnical sub-surface investigation and design recommendation report.
- Hazardous materials survey (sampling, analysis and report of findings).
- Access to the Van Tuyl site.
- Responsiveness to questions that might arise throughout the design and implementation of the project.
- Clear objectives and programmatic requirements.

Clarifications / Assumptions / Exclusions:

- We assume the DD phase kick-off meeting will be conducted in Denver at the offices of Anderson Hallas. Fee for the DD kick-off meeting does include a site visit for the

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Landscape Architect and Civil Engineer, since these team members have yet to have the opportunity to walk the site. We would expect the site visit to be scheduled at a time around the kick-off meeting where there might be less snow on site, obscuring the site characteristics to be observed.

- A site survey commissioned by GCLD has been provided to the design team. This survey included the delineation of wetland, which was not represented on the previously provided survey. We understand that these wetlands are non-jurisdictional, and therefore require only a 15' setback for the building. A revised, preliminary site plan will be included with the Schematic Design deliverable, representing a revised layout to remain outside of the now delineated wetland.
- A Geotechnical Investigation and report has been provided by Owner.
- Environmental assessment scope is not anticipated.
- Surveyor services, such as easement dedications, boundary adjustments, and subdivisions are not anticipated, as we would expect this work (if needed) to be completed by the firm who prepared the site survey.
- Modifications to address changes in property boundary, i.e. ROW dedication, are not anticipated.
- No LEED, Green Globes, or other green certification program support is anticipated. We will, however, prioritize all economically viable sustainable strategies, while implementing best practices to ensure the greatest degree of operational efficiency and long-term maintenance options are achieved. Responsible design is a guiding principle of our firm's philosophy.
- We understand that we are to aim for an Energy Use Intensity (EUI) goal of 25, and that if energy modeling at the completion of the Construction Documentation phases exceeds an EUI of 30, it will be necessary to provide design adjustments to establish and EUI of 30 or less. It is assumed that system and material costs necessary to achieve an EUI of 30 or less will be accommodated as a part of the construction budget for the project.
- We understand that the project is subject to a formal staff review, but that a public review process is not anticipated. We anticipate this process to include the submittal of materials that are already a part of our anticipated deliverables, and that a separate issue package specific to a SDP review is not anticipated. Furthermore, we anticipate a conventional permit process where we would prepare Contract Documents for AHJ submittal, while anticipating the need to respond to review comments. If it becomes necessary to prepare a separate package containing specific scope items not currently anticipated to satisfy a SDP process, we request the opportunity to discuss and request additional fee. At this point, from all we understand to date, this is not anticipated.
- Geothermal well field drilling can be issued as an early bid package; additional bid packages are not included.
- Enhanced Commissioning is excluded. Fundamental Cx Services included under specialized services and includes electrical and mechanical scope. Building envelope commissioning is not anticipated.
- FF&E consultant and specifications are currently excluded.
- In order to properly coordinate with design of geothermal wells (by others) and to assess owner's energy use goals, an energy simulation model is included.
- Graphic Design including basic wayfinding, room signage and dedication for (2) building areas is included.
- Donor Wall designs are limited to conceptualization of (2) Donor Wall concepts and development of (1) final design.

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- Design for Corner Monument Sign is limited to (2) initial concepts and (1) developed design, to be coordinated with CMGC and signage manufacturer. Foundation design for this monument sign is included in the structural engineer's scope.
- The Anderson Hallas team's estimated reimbursable expenses includes cost for a total of 50 trips (inclusive of lodging, mileage and per diem).
- Cost estimating services are excluded, as cost modeling is anticipated to be performed by the CM/GC.
- Anderson Hallas includes (2) trips in the DD phase, (1) trip in the CD phase, and (15) trips in the CA phase. 35 additional trips have also been accounted for in our revised fee matrix, split between "General Construction Administration" and "additional Site Visits" noted under specialized services. Additionally, time included for each trip has been calculated as follows:
    - 8 hours of travel (4 hours each way)
    - 5 hours meeting time
- AH does not include a markup on consultant reimbursable expenses.
- Digital Submittals will include:
    - 50% DD Drawings
    - 100% DD Drawings and Outline Specifications
    - 50% CD Documents
    - 95% CD Documents
    - 100% CD Documents
- We anticipate that the GCLD Board will review and provide comments at the 50% DD, 100% DD and 50% CD milestones. All comments will be addressed once received. We anticipate that significant scope changes will not occur after the completion of the DD phase. Substantial redesign of scope after the completion of the DD phase can be accomplished for additional design fee and extended schedule.
- We have included Building Systems, LLC for building envelope consulting. Scope consists of an initial meeting and peer review of Anderson Hallas exterior wall detailing. This scope will be supportive of Rooftech's scope to provide roof design and enclosure support. All review reports prepared by Building Systems, LLC will be provided to the GCLD.
- It is assumed that utilities can cross the Sweitzer and Pittman properties adjacent to the site. Coordination of crossings, easements, additional agreements, or providing supplemental exhibits is excluded. If effort related to the properties is required, our team will request additional services.
- It is understood that the site may contain hazardous materials. However, the proposal currently excludes effort associated with this such as coordination and amending the earthwork specification, limiting cut or fill areas, etc. Following further information, a scope and fee can be provided, if determined to be necessary.
- It is assumed that the anticipated project site is not within the Floodplain, and that the "wetland" identified on the recently completed, GCLD provided survey is non-jurisdictional, and therefore requires only that the building maintain a 15' setback from the delineated wetland boundary.
- No design of any elements beyond the property line is anticipated.
- Requirements of the Owner provided survey include the location of site features horizontally, elevations at 1-foot contours, spot elevations throughout the site (including key areas such as curb cuts and other tie-ins to existing features), visible and located utilities identified by Colorado Senate Bill 18-167, roadways, site encumbrances/easements, and property boundary information. Survey is to be provided to the design team in AutoCAD format.

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- It is assumed that adequate space is provided on the Van Tuyl site for water quality and detention and that a gravity outfall is available.
- A stormwater management report will be prepared for the construction activities, as the disturbed area is larger than 1 acre.
- A detailed grading, erosion control, stormwater management plan (SWMP), and drainage plan will be prepared for the project site, including 1-foot contours and spot elevations around the building. The grading and drainage plans will be based on criteria (including geotechnical report) established and provided by the Client. The erosion control plan will include items commonly used to mitigate soil erosion during construction.
- Design of proposed drainage improvements, including storm sewers, inlets, manholes, sidewalk chases, concrete pans, water quality features, detention ponds, possible pervious pavers, and outlet structures are all anticipated.
- A site utility plan for the private water and sanitary sewer service, roof drains, and underdrain discharge pipes from main lines in adjacent streets is anticipated. A utility study is assumed to not be required.
- Plans for on-site or off-site public water mains and sanitary sewers are assumed to not be required.
- Preliminary and final platting and/or easement documents are assumed to not be required.
- Right-of-way improvements are assumed to include four (4) curb cuts and associated sidewalks and accessible ramps. If off-site road improvements including realignment of intersections, road widening, road realignment, accel/decel lanes, etc. are required, an additional fee can be provided.
- A site layout plan showing the horizontal location of proposed curb and gutter, utilities, drainage, and buildings is anticipated. Also shown on this plan will be proposed types of pavement and thicknesses of each, as indicated in the soils report supplied by the Client.
- The design data for the detention pond to meet the provisions of CRS 37-92-602, as amended by Senate Bill 15-212, regarding notification of downstream water rights holders, will be prepared and provided or submitted, as required by the AHJ.
- An early grading package design is not anticipated.
- Optional Civil Services (currently not anticipated):
    - Option I – Earthwork Quantity (cut/fill) Estimate: Upon request, an earthwork quantity estimate will be conducted to determine the approximate amount of excavation and fill needed for the site. However, final verification of the earthwork quantities is the responsibility of the Client's Earthwork Contractor. Additional fee to perform this analysis would be $2,600.
    - Option II – Building Perimeter Drain: Prepare layout and elevation designs associated with a building perimeter drain based on design recommendations and flow rates provided by the Project Geotechnical Engineer. Additional fee to prepare a design for a building perimeter drain would be $5,200. The geotechnical report provided by the GCLD does not recommend a perimeter drain for this building, since it does not include any interior finished floor elevations that would be below grade level. If GCLD desires to proceed with this optional service, please note that additional design criteria will need to be prepared by the GCLD's geotechnical engineer, before our design team could proceed with the design of the drain system. It is likely there would be more fee required for GCLD's geotechnical engineer to prepare this information, above the additional fee noted above.
- The following Additional Services are not included:

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- Preparing documents for early or alternate bid packages, out-of-sequence services, or phased construction.
- Traffic analysis, including access review and requirements for accel/decel lanes, if required.
- Preparing cost estimates for the Project.
- Design of off-site improvements not included in basic services, such as lane widening to adjacent streets or extending utility or drainage mains to the site.
- FEMA map revisions.
- Land subdivision-platting services.

- Structural fee includes design for one pedestrian bridge to span the existing irrigation ditch. It is anticipated that this will be a wood structure with concrete foundations.
- Based on the geotechnical report provided by the GCLD, we anticipate slab on grade construction. Engineering for a structured floor is not anticipated and would result in the request for additional design fee.
- It is anticipated that the primary mechanical system will be based on geothermal heat pumps. Additional elements may include radiant floor heating, economizer cooling, and demand control ventilation (including DDC controls).
- Full Fire Protection design is excluded, however performance specifications for fire sprinkler requirements are included, to facilitate a deferred submittal approach to be facilitated by the General Contractor.
- Mechanical Commissioning (included in fee under "Specialized Services") includes:
  - Up to (5) site visits includes commissioning kick-off meeting, equipment installation inspection, air and hydronic balancing, and functional performance testing.
  - Review system verification checklists, test and balance procedures, and functional performance test results.
  - Develop commissioning plan establishing individuals' roles and responsibilities in the commissioning process, schedule, equipment readiness prerequisites, equipment start-up requirements, functional performance test procedures, acceptance criteria, and O&M training obligations.
  - Commissioning log comments after site visits.
  - Final commissioning report of the entire commissioning process and including all relevant documentation.
- IECC level commissioning services for lighting/electrical is included in fee under "Specialized Services".
- Our team's fee includes performance specifications required for a solar PV system.
- Full design for IT / AV / Security Systems is included in fee under "Specialized Services".
- Fire alarm design is excluded and is assumed to be facilitated by the General Contractor as a deferred submittal.

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ATTACHMENT B

NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT PROJECT
A/E BILLABLE RATES - POST SD PHASES
8/19/2019

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY / SALARIED?	HOURLY BILLABLE RATE
1	Anderson Hallas Architects	Principal	Wells Squier, AIA, LEED AP	salaried	$ 184
2	Anderson Hallas Architects	Project Manager	Angela Schwab, AIA	salaried	$ 142
3	Anderson Hallas Architects	Project Architect	Rachel Koleski, AIA	salaried	$ 121
4	Anderson Hallas Architects	Project Architect	Brandon Gossard, AIA	salaried	$ 121
5	Martin/Martin	Principal - Structural	Paul Doak, PE, SE, LEED AP	salaried	$ 230
6	Martin/Martin	Senior Project Engineer	Renee Ereckson, PE, LEED AP	salaried	$ 175
7	Martin/Martin	Principal - Civil	Bill Willis, PE	salaried	$ 230
8	Martin/Martin	Project Manager	Patsy Sullivan, PE	salaried	$ 175
9	360 Engineering	Principal	Denise Dihle, PE, LEED AP BD+C, HBDP, CxA	salaried	$ 175
10	360 Engineering	Project Manager	Taylor Reese, PE, LEED AP BD+C, WELL AP, CxA	salaried	$ 140
11	360 Engineering	Project Engineer	Kerri Zoetewey	salaried	$ 135
12	AE Design	Principal	Jon Brooks, PE, IALD, CxA, LEED AP BD+C	salaried	$ 160
13	AE Design	Leed Designer	Brain Johnson	salaried	$ 95
14	AE Design	Project Manager	Bryan Jass	salaried	$ 135
15	AE Design	Technology Systems Design	Matt Exkstein	salaried	$ 115
16	AE Design	Project Designer	Mio Stanley	salaried	$ 95
17	K2 Audio	Principal Consultant	Ted Pyper, PE	salaried	$ 170
18	K2 Audio	Sr. Consultant	Jared Gilmcher, EIT	salaried	$ 120
19	K2 Audio	Consultant	Ben Levison	salaried	$ 135
20	K2 Audio	Sr. Designer	Rick Thompson	salaried	$ 95
21	DHM Design	Principal	Eileen Kemp, ASLA, CLARB	salaried	$ 140
22	DHM Design	Lead Designer	Alex Kistler	salaried	$ 90
23	DHM Design	Project Manager	Ashleigh Quillen	salaried	$ 110
24	DHM Design	Ecologist	Jeremy Allinson	salaried	$ 135
25	Rooftech	Principal	Ronald Scott	salaried	$ 150
26	Rooftech	CAD Technicial	Greg Heath	salaried	$ 100
27	Rooftech	Field Technician	Gilbert Torres	salaried	$ 90
28	Rooftech	Administrative Assistant	Leeta Rail	salaried	$ 60
29	Major Geothermal	Geothermal Manager	Terry Proffer	salaried	$ 175

**** Hourly billing rates for 2020, 2021, and 2022 are anticipated to rise between 1-5%, depending on consultant**

NOTES:

1	Include Architect Staff and all subconsultants as well as names of individuals when available.

ATTACHMENT B

NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT PROJECT
A/E BILLABLE RATES - POST SD PHASES
8/19/2019

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY / SALARIED?	HOURLY BILLABLE RATE
2	Add additional rows as required.				
3	State any possible adjustments to rates that may apply for the duration of this project. i.e. 2019 rates vs. 2020 vs. 2021 rates, etc.				
4	It is understood that you work effort will be planned in a manner that overtime rates will not apply.				

ATTACHMENT B

NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT PROJECT
A/E BILLABLE RATES - POST SD PHASES
8/19/2019

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY / SALARIED?	
1	Anderson Hallas Architects	Principal	Wells Squier, AIA, LEED AP	salaried	
2	Anderson Hallas Architects	Project Manager	Angela Schwab, AIA	salaried	
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9	360 Engineering	Principal	Denise Dihle, PE, LEED AP BD+C, HBDP, CxA	salaried	
10	360 Engineering	Project Manager	Taylor Reese, PE, LEED AP BD+C, WELL AP, CxA	salaried	
11	360 Engineering	Project Engineer	Kerri Zoetewey	salaried	
12	AE Design	Principal	Jon Brooks, PE, IALD, CxA, LEED AP BD+C	salaried	
13	AE Design	Leed Designer	Brain Johnson	salaried	
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18	K2 Audio	Sr. Consultant	Jared Gilmcher, EIT	salaried	
19	K2 Audio	Consultant	Ben Levison	salaried	
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28	Rooftech	Administrative Assistant	Leeta Rail	salaried	
29	Major Geothermal	Geothermal Manager	Terry Proffer	salaried	

**** Hourly billing rates for 2020, 2021, and 2022 are anticipated to rise between 1-5%, depending on consultant**

NOTES:

1	Include Architect Staff and all subconsultants as well as names of individuals when available.

ATTACHMENT B

NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT PROJECT
A/E BILLABLE RATES - POST SD PHASES
8/19/2019

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY / SALARIED?	
2	Add additional rows as required.				
3	State any possible adjustments to rates that may apply for the duration of this project. i.e. 2019 rates vs. 2020 vs. 2021 rates, etc.				
4	It is understood that you work effort will be planned in a manner that overtime rates will not apply.				

ATTACHMENT C

NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT PROJECT
A/E REIMBURSABLE EXPENSES - POST SD PHASES
8/19/2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	A/E Team Project Visitation Trips (refer to detailed fee spreadsheet)	50	ea.	$ 421.00	$ 21,050.00
2	Photocopies (8 1/2" x 11", 8 1/2" x 14", etc.) not routine to Project.	TBD	p/page	$ 1.00	#VALUE!
3	*Diazo/Blueline and Blackline Prints, not routine to Project*	*n/a*	*ea.*	*$ -*	*#VALUE!*
4	Xerographic Copies or Printing (larger format sheets)	TBD	p/sf	$ 0.20	#VALUE!
5	*Photographic reproduction on Mylar*	*n/a*	*p/sf*	*$ -*	*#VALUE!*
6	*Diazo or Zerographic Reproduction on Mylar*	*n/a*	*p/sf*	*$ -*	*#VALUE!*
7	Outside Materials/Services/Supplies	TBD		TBD	#VALUE!
8	Subconsultant's Reimbursables (w/o mark-ups)	TBD		TBD	#VALUE!
	* Reimbursable expense allowances are included in the detailed fee spreadsheet	TBD		TBD	#VALUE!
9	Misc. color plots	TBD	per sf	$ 5.00	#VALUE!
10	*Misc. facsimile*	*n/a*	*p/page*	*$ -*	*#VALUE!*
11	Owner/GC review drawing sets, 8 at each phase (assume DD and CD phase)		p/sheet	$ -	$ -
	(4) full-size sets, assume 40-180 sheets each, avg of 110 each	880	p/sheet	$ 1.20	$ 1,056.00
	(4) 1/2-size sets, assume 40-180 sheets each, avg of 110 each	880	p/sheet	$ 1.00	$ 880.00
12	Photocopies (8 1/2" x 11") Specifications	1000	p/page	$ 0.20	$ 200.00
1	Mileage		p/mile	$ 0.58	$ -
2	Meals			at cost	#VALUE!
3	Lodging			at cost	#VALUE!
4	Delivery/Courier			at cost	#VALUE!
5				$ -	$ -
6				$ -	$ -
7	**PROJECT TOTAL**				**#VALUE!**
8	**TOTAL REIMBURSABLE EXPENSES (Not To Exceed)**				**#VALUE!**
	**** Reimbursable Expenses from Detailed fee spreadsheet TOTAL**				**$29,786.00**

	NOTES:
1	Provide all anticipated Reimbursable Expenses at cost without mark up. Receipts to accompany monthly invoices.
2	Add additional rows for anticipated additional reimbursable expenses required with appropriate unit cost.
3	Assume that you will provide copies of design documents for the Owner and CM/GC at each design phase evolution. (Assume 4 full-size sets and 4 half-size sets for each phase). Bid documents will not be included within these reimbursable expenses. If required by the Owner, they will be compensated at cost. In addition the Architect is responsible for posting the documents with a Printing Service named by the Owner.
4	Note that these expenses will be contracted at actual costs with a not-to-exceed amount.

REQUEST FOR PROPOSAL ("RFP")

October 25, 2019

FOR PROFESSIONAL FINAL & COMPLETE POST-SCHEMATIC DESIGN PHASE
DESIGN & CONSTRUCTION ADMINISTRATION SERVICES

FROM ANDERSON-HALLAS ARCHITECTS, PC (the"Architect")

FOR

THE NEW LIBRARY FACILITY FOR THE GUNNISON COUNTY LIBRARY DISTRICT

RFP PREPARED BY:

Andrew Brookhart, Executive Director
For the Gunnison County Library District Board of Trustees
307 North Wisconsin
Gunnison, CO 81231
&
MJM Project Consulting, LLC
203 Meadowlark Trail
Gunnison, CO 81230

Request for Proposal

Solicitation for: Professional Building Facility Project Final & Complete Post-Schematic Design Phase Design & Construction Administration Services; Attendant Engineering Design; Support & Participation in CM/GC Selection; Construction Administration; and facility Traditional Systems Commissioning Oversight Services (all Services of a Registered Architect).

Owner: **Gunnison County Board of County Commissioners**

200 East Virginia Ave
Gunnison, CO 81231
Represented by Mr. Andrew Brookhart, Executive Director
drew@gunnisoncountylibraries.org
And with the support of Gunnison County Management and Staff representatives:

- Matthew Birnie, County Manager **mbirnie@gunnisoncounty.org**
- John Cattles, Sustainable Facilities Director **jcattles@gunnisoncouty.org**

Owner's Project Consultant: **MJM Project Consulting, LLC**

c/o Michael J. Mismash
203 Meadowlark Trail
Gunnison, CO 81230
Attention: MJM Project Consulting, LLC
Telephone: (303) 619-3707
Email: **mjmismash@gmail.com**

Subject Project Facility: New **Gunnison Library Facility**
Former Van Tuyl Property Parcel, owned by Gunnison County, located at NW 4 NE4 SEC 35 #588016, at the intersection of Quartz Street and Spencer Avenue in the City of Gunnison, CO 81230

Project Type: Project is to be comprised of a new, state-of-the-art County Library Building, with related site development, including associated on-site parking and landscaping.

Required Services: The Board of County Commissioners ("Owner") and Gunnison County Library District Board of Trustees and its Executive Director, Andrew Brookhart, with the project oversight assistance MJM Project Consulting, LLC, as the Owner's Project Consultant ("Owner's Project Consultant") is soliciting a proposal for the continuing professional services from Anderson-Hallas Architects, PC for the final and complete post-Schematic Design Phase Design & Construction Administration Services, to include traditional building systems commissioning oversight for the delivery of its new Library Facility, which will result, when completed, in the establishment of a new, state of the art Library Facility with attendant site

development, surface parking and infrastructure, which are to be fully conducive to the application of the full range of contemporary public library programs and functions intended to supplement existing programs of the existing two District library facilities in the county.

Gunnison County and Gunnison County Library District are cooperating in the development of a new public library facility. Gunnison County will be the owner of the facility. Gunnison County will finance that portion of the construction of the New Library that is not funded by the Library District. The Library District will apply the principal gift of the Van Tuyl estate ($900,000.00) to the design, engineering, site development, and construction of the New Library. Gunnison County's commitment to fund construction is not unlimited and costs will be controlled through the County's contract with the Construction Manager/General Contractor and its ultimate decision-making authority as owner. The Library District anticipates contributing, at its discretion, an additional amount of money for the New Library over and above the $900,000, in an amount and at a time as the Library District will determine in the future. Gunnison County and Gunnison County Library District have formed a working group for the management of the design, development, and construction of a new public library. Design and construction decisions will be shared by the County and the Library District; final authority resides with Gunnison County. The Owner's points of contact for the project will be the Gunnison County Library District Executive Director and Gunnison County Manager.

These services, as solicited from Anderson-Hallas, PC, are intended, once awarded upon agreement of terms of a contract, to supplement and continue, in a seamless manner, the ongoing professional project services of the firm as contracted between the Owner and Anderson Hallas Architects, PC, through the Schematic Design Phase of the Project, as previously awarded by the Owner.

Project Overview:

In general, the scope of services is to be based upon the results of the completed Project Planning, Programming and Conceptual Design Phases results; and the ongoing but soon to be completed Schematic Design Phase results which shall serve as the platform for confirmation, in terms of budget compliance projection, and further design evolution and refinement through traditional further phases of Design Development and generation of Construction Documents and Specifications.

Permitting and final official plan review toward final authorized approval of Project document plans and specifications for all construction construction pertaining to the Project will be via the primary jurisdiction the City of Gunnison, with allowance for potential preliminary review by the supporting Gunnison County management and administrative personnel; and in appropriate compliance with all Municipal, County, State and pertinent Federal requirements.

The Owner is fully entitled to develop the Project. Funding for the construction of the Project is anticipated to be realized by the time required, and the Project is fully approved by the Library District Board of Trustees and the Gunnison County

Board of County Commissioners to commence and undertake post-Schematic Design, and, pending receipt of sufficient funding, construction of the new Library.

The Owner is in need of the services of the Anderson-Hallas Architects, PC team that has the qualified professional ability to further evolve the design of the new Library Facility elements in a manner that will allow the construction delivery phase schedule, yet to be confirmed, to commence during calendar year 2019. This anticipates, due to seasonal building constraints, construction phase commencement to begin approximately on or about April 1, 2021. The A/E team, in its response to this RFP, must demonstrate their commitment to achieving an efficiently scheduled remaining Design Phase(s) schedule while maintaining the Owner's goals and objectives throughout the Project through to completion.

Location/Environmental Considerations: Given the Project location in the Gunnison valley, it is important to reference two environmental considerations pertinent to the Project. First, during typical winter months, Gunnison valley routinely experiences low winter ambient temperatures sometimes in the range of negative 30 to negative 40 degrees Fahrenheit. Accompanying the cold temperatures, consideration of the presence of sometimes heavy snow and blizzard conditions with wind driven snow requires careful consideration of a necessity for effective snow and recurring snow melting into ice management, particularly as respects building roof design characteristics and materials. Secondly, as with most locations in the City and valley floor areas, the site water table depth is likely relatively high at least on a seasonal basis. These considerations should be taken into account during further, evolving design.

Other Considerations: It is anticipated that the new facility will be designed and constructed to meet the environmental sustainability goals of Gunnison County; specific goals include an EUI of approximately 25 to be achieved by a 25-kilowatt active solar installation and a geo thermal heating and cooling system. Whether the Owner will seek certification (Green Globes etc.) will be determined at a later date, but it is currently anticipated that no formal certification will be pursued.

It is anticipated that there may be a need for separate bid packaging for the project, particularly for achievement of early commencement of any discovered hazardous materials abatement which, although not anticipated, may be discovered by forthcoming geotechnical site investigation and Phase I Environmental Study; site preparation and foundation construction relative to seasonal building constraints. Multiple bid packaging for purposes of potentially early procurement of long-lead items or more extensive fast-tracking of the Project is to be a consideration undertaken during the further evolution of design.

In addition, the Owner may elect to pursue incorporation of design of a Geothermal Heating & Cooling Mechanical System in the project, via design of such system and attendant heat transfer field by a specialist geothermal system engineering who will be a sub-consultant of the Architect. Consideration of the incorporation of such a system must be included in further evolutionary design of

the Project by the Architect; and the Architect will be required to coordinate incorporation of the design of such system(s) with the final design of the Project.

Similarly, consideration of how procurement of furniture, facilities and equipment ("FF&E") for the new facility will be undertaken by the Owner is yet to be determined, but may result in the generation of a need for a separate competitive proposal from the architect once a scope for such a solicitation package is developed for the Project.

Project Approach & Scope: As background, specific reference is made to the Conceptual Design Package, dated November 12, 2019, Produced by Anderson-Hallas Architects, PC and as approved by the Owner, which report is included as Attachment F to this RFP. This report outlines and sets forth the results of the completed Conceptual Design Phase for the Project as currently conceived. Said report provides description of the existing level of Owner Approved Conceptual Design evolution of the Project, and, most significantly, early project construction cost projection parameters from which the subsequent Schematic Design has been undertaken and is currently ongoing as the point of departure for further detail and refinement by the Anderson-Hallas Architects, PC.

(Also include reference to description of any initial results/report document of the Schematic Design Phase work of Anderson-Hallas Architects, PC existing at the time of issuance of this RFP to them and include in Exhibit F.)

In concert with the above, the Owner's internal Project team, comprised of Executive Director of the Library District, County Sustainable Facilities Director, and County Manager has better identified and defined several goals for the Project , which the team feels should receive particular attention as design solutions further evolve for them during the Design Development Phase, and that are hoped, by listing, will help further guide the further evolutionary design of the Project, facilitate discussion with the Project team, as well as provide a template by which to consider design options and alternatives. The Owner's internal team has categorized these goals into three categories: *High Priority/Must Haves; Desired Outcomes/Major Project Goals*, and *If Possible Aspects*. The lists are not ranked within each category. This list is not exhaustive.

High Priority/Must Haves:

- Deliver a building envelope that facilitates a successful, cost effective, long term maintenance schedule.
- Provide a roof structure that does not deteriorate or cause the need for excessive winter maintenance.
- Respecting community priorities identified in the location analysis and programming work completed to date.
- Provide as much flexible, functional public space as possible while maintaining the project budget.
- A design that recognizes and respects the potential need to expand the facility for future users.

Desired Outcomes/Major Project Goals:

- Integrate a geo thermal heating and cooling system into the project's design pending a thorough financial review of potential implementation.
- Develop a 25-kilowatt active solar installation on site that connects to the existing electrical grid.
- Create extensive, engaging, active outdoor spaces that utilize the entirety of the 5.32-acre site.
- Use landscape design, roads, and pedestrian pathways to connect the building to the site and the site to adjacent neighborhoods, schools, trails, playgrounds and natural areas.

If Possible Aspects:

- Redundant power system for essential operations ex. natural-gas powered generator.
- An outdoor amphitheater like space for programs and events.
- Exceed the 40-pound snow load requirement for the roof.
- A design element or feature object that recognizes Gunnison's Sister City, Majakali, India.

The approach to development of the Project, from further engagement of Anderson-Hallas, PC and Architect's attendant engineering design team, from Schematic Deign through support of Owner's solicitation of a Project builder CM/GC, and subsequently through final design, construction delivery, systems commissioning and occupancy, will be as follows:

Final & Complete Post-Schematic Design: The ongoing professional services for post-Schematic Design and construction administration by the A/E and its engineering consultant team will be contracted via a single A/E services contract with the Owner, anticipating separate work scopes and fees for services, identified by remaining activity phase, for further evolutionary design, pre-construction and construction phases administration, and traditional building systems commissioning coordination and oversight.

Anderson-Hallas Architects, PC has provided the Owner with its estimate of construction cost of the project via estimate updates at the completion of the Conceptual Design Phase, and approaching completion of the Schematic Design Phase. Pending execution of the anticipated contract for additional final and complete evolutionary design and project administration services pertinent to this RFP, Anderson-Hallas shall work with the selected Construction Management/General Contracting (CM/GC) entity after Schematic Design and at completion of the Design Development phase to assure that the design scope is projected, through production of construction cost estimate updates performed

by the CM/GC, to remain deliverable by the CM/GC within the Owner's Approved Budget when construction trade contracts are competitively let.

It is anticipated that design phases of the Project will be accomplished in the further traditional progressive evolutionary steps leading from the established design schematics and outline specifications; then through design development with refinement of specifications; and finally, through generation of bidding and construction documents packages. All phases from Schematic Design forward are to coincide with and include consideration of input and advice from the CM/GC entity, with respect to constructability, project cost estimating, value engineering, life-cycle & operational cost analysis, and cost/benefits of sustainability and green design. Prior to the involvement of the selected CM/GC, Anderson-Hallas has been responsible for providing an estimate of construction cost at the completion of the Conceptual Design, via expert cost projection from a cost consultant retained for such professional advice.

Responsibilities for both orchestration of and participation in formal team activities directed to undertaking efficient consideration of value alternatives in terms of life-cycle and operational cost analysis, as well as the cost/benefits of alternatives involving sustainability and green design solutions are included in the contract work scopes of both the Architect's design phase, and the CM/GC's contemplated preconstruction services phase responsibilities respectively.

Finally, all technical building engineering and aesthetic design consultants, including those of the various traditional building and site engineering disciplines and any specialty design consultants etc., necessary for the functional and engineering design of the systems and equipment of the building facilities and the developed site, shall be sub-consultants to the Architect. If the project budget allows, it is expected that the owner will pursue development of a geothermal system. This RFP assumes that all consultants required for the design of a geothermal heating and cooling system will be sub-consultants of the Architect. Should the owner proceed with construction of a geothermal system this RFP assumes that the drilling and other installation work will be performed by a sub-contractor(s) to the project CM/GC. The owner may choose to engage a Sustainability/Green Building Consultant with a focus on providing independent systems commissioning related to the operation of the buildings heating, cooling, and electrical systems. It is expected that the Architect and its consultants will provide open access to information and allow the full participation to the owner's consultant.

Construction Delivery: It is anticipated that, pending execution of the contract for post-Schematic Design Phase Design & Construction Administration Services, Anderson-Hallas Architects, PC will, as a service to be rendered during the timeframe of early Schematic Design Phase, assist the Owner with the administration of a qualification and fee-based selection process for a single General Contractor ("CM/GC") to join the project team through a Construction Manager/General Contractor format and form of agreement, under a Guaranteed

Maximum Price delivery method for the development of the Project (commonly known as Construction Manager-At-Risk via GMP project delivery system).

Procurement construction delivery services of the Project will be via selection of a single Project Managing, Construction Manager/General Contractor, with the required active participation of the Architect in support of the Owner in the CM/GC selection administration process, using a typical, "2-step" Request for Qualifications followed by short-listing to the Request for Proposal; on the basis of CM/GC qualitative as well as fee and general conditions proposals pertaining to all preconstruction, demolition, renovation, construction and building systems commissioning phase services, within a single, Final Guaranteed Maximum Price (FGMP) to be provided by the CM/GC. The selected CM/GC will be paid for its pre-construction services from the end of the Schematic Design Phase to commencement of construction mobilization and delivery via a Pre-construction Phase Services Fee, subject to approval of the Owner, which Fee will be intended, if the Project proceeds into the Construction Delivery Phase, to "roll-into" and thereafter be included in the Final Guaranteed Maximum (Construction) Price ("FGMP").

At the sole option of the Owner, during the Design Development Phase, the Owner may elect to utilize only a "single-step" Request for Proposal only process for the solicitation of the CM/GC should it be determined by the Owner that a sufficient number of qualified candidate CM/GC firm entities are interested in responding to the Owner's Request for Proposal for services as builder of the Project.

The CM/GC selection process will include production of construction cost estimates and intended Project Construction Phase Schedules produced by the competitor CM/GCs as components of their competitive proposals offered in response to the RFP, based upon the 100% Schematic Design documents produced by Anderson-Hallas Architects, PC as preliminarily approved by the Owner for inclusion in the RFP for CM/GC services as the basis for the construction cost estimates and construction schedules required by the RFP for such CM/GC services. Then, upon Owner's top ranking of a single prospective CM/GC awardee, that CM/GC and the Architect will work together with the Owner to reconcile the Schematic Design scope and the cost estimate offered by the CM/GC awardee, all within the Owner's Approved Budget for Construction Cost. Once this collective effort is complete and acceptable to the Owner, and, anticipating execution of the Owner-CM/GC contract at that juncture on the basis of the reconciliation, the CM/GC awardee will propose an Initial Guaranteed Maximum Price (IGMP) for the Project based upon the reconciled SD level Project scope and construction cost estimate. The Owner's acceptance of the IGMP in writing will represent the formal completion of the Schematic Design Phase and triggering of the commencement of the Design Development Phase of work of Anderson-Hallas Architects, PC.

Thereafter, as the design evolves, the Architect and CM/GC will work together with the mutual goal toward providing certainty that the Final Guaranteed

Maximum Price (FGMP) proposed by the CM/GC, as based upon the Permit Documents, remains within the Owner approved IGMP. If, at any time the current budget or FGMP is not projected to remain within the approved IGMP, the Owner may direct the Architect and CM/GC, under provisions included in their respective agreements, to work with the Owner to bring the Project back within the IGMP. This additional effort, if necessary, and to the extent that any redesign might be necessary to keep within budget, shall be performed by the Architect at no additional cost to the Owner.

The CM/GC will be hired by the Owner via contract with the Owner, and brought into the project planning, cost estimating and scheduling process during the design phase. Both the Architect and the CM/GC, under the provisions of their respective agreements with the Owner, will be accountable to the Owner to work together in support of a team approach toward fulfillment of the Owner's goals and objectives for the Project specifically in terms of cost, schedule, quality, safety, and all other Owner expressed parameters of overall project success set forth by the Executive Director of the Library District, the County Manager, and the Sustainable Facilities Director of the County as a team of individuals representing the Owner on the Project.

One major core objective of the design phase work of the Architect, in conjunction with the preconstruction services phase work of the CM/GC will be the ongoing assurances of an accurate projection of Project Construction Cost, to be developed and refined through progressive estimates undertaken by the CM/GC with the input and assistance of the Architect in providing a clear basis for accurate cost projection at various stages of design. Establishment of an accurate projection of eventual capital cost of the Project, through the teamwork of the Architect and CM/GC, will form the basis for the Owner to, in turn, establish the amount of capital to be raised and secured via the various potential funding sources, and is an imperative related to an establishment of the CM/GC's Final GMP and the eventual actual construction cost of the Project.

Required Services:

The A/E team will be required to provide the following services as outlined immediately below. All costs that the A/E team of Anderson-Hallas, PC incurs responding to the RFP, and in any subsequent procurement steps as described shall be borne by the A/E team and the proposal shall become property of the Owner once submitted and will not be returned.

(See also the attached Fee Matrix forms, reimbursable cost and billable rate forms included, as Attachments A-C to this RFP.)

The Comprehensive Project Services Sought of the Anderson-Hallas, PC Professional A/E team, are generally outlined as follows:

1. **Project Design and Specifications**: Complete all progressive additional post-Schematic Design Phase services as set forth in Attachment A.

2. **Project Construction Phase Administration**: Provide administrative services of an A/E team in the Construction Contract Administration Phases of the Project, including for any necessary hazardous materials abatement; and new construction elements.

3. **Selection of All Systems and Equipment**: Provide expert advice and leadership in the processes of consideration and selection of all building components, systems and equipment, especially including but not necessarily limited to specialized components and equipment typical to the state-of-the-art public Library Facilities, for the programmed functional uses of the facility.

4. **CM/GC Selection**: Assist the Owner in the CM/GC contractor selection process and support of major subcontractors and vendors in a manner typical to a CM/GC (CM At Risk via GMP) delivery method.

5. **Preconstruction Phase Services Coordination**: Orchestrate the processes for comprehensive Value Engineering of the materials, components, equipment and systems to be incorporated into the facility, and the Life-cycle and Operational Cost analysis considerations inherent to the Library facility project type, incorporating analysis of cost/benefits relative to all material, component, systems and equipment alternatives, especially sustainability considerations and potential inclusion of green building design elements, all to balance and maintain the Owner's goal for Project capital investment and anticipated operational costs.

6. **Construction Phase Closeout**: Administer Project Close-Out activities pertaining to the construction contract, including provision for punch-list, warranties and guarantees, as-built drawing documentation via the CM/GC, and obtaining of technical systems operational manuals, etc.

7. **Post Construction and Occupancy**: Assist with transition, move and occupancy planning, FF&E installation, and, together with the Owner, oversee and coordinate traditional building systems commissioning by others. Orchestrate and administer the process for Owner selection, procurement and installation of County-owned Furniture, Fixtures & Equipment ("FF&E") to be introduced and utilized in the new facility. At a later stage of the Project, sometime during the Design Development or early Construction Documents Phase of Design, the Owner may choose to invite a separate competitive proposal from the Architect, for additional FF&E specification and procurement orchestration services on behalf of the Owner, if such additional, comprehensive FF&E Planning and Procurement Administration services are commonly offered by your firm.

A/E Procurement Process: Via this Request for Proposal, the Owner is electing to obtain a proposal to extend the existing professional design and project administration services of Anderson-Hallas Architect, PC, anticipating that the Owner will be able to authorize and trigger the post Schematic Design Phase Design and Construction Phase Services of the Project pending the results of the forthcoming Mill Levy vote in November that will provide funding for Library District operations, and thus allow the construction of the Project to further progress toward completion beyond the Schematic Design Phase.

The requirements for the content of the written response to this Request for General Project Proposal are as set forth below herein.

Pre-proposal meeting: The Owner is open to hosting pre-proposal meeting or telephone conference, pertaining to this RFP on a mutually convenient date to be determined for purposes of answering any questions and/or to address any concerns generated by the RFP and its attachments.

Questions Generated by RFP: It is hoped that all questions generated by this RFP including those potential questions from the Architect's list of proposed engineering and/or other consultant team members can be asked and answered at the pre-proposal meeting. Please feel free to submit any questions so generated by this RFP, indicating the source of the question, to the Owner's Executive Director (Project Representative) and Owner's Project Consultant via simultaneous email message to their respective email addresses using the attached RFP Question and Response Form (Attachment G to this RFP). **Questions should be submitted no later than 5 PM on November 1, 2019 and the Owner's Executive Director and Project Consultant will, working together, endeavor to provide responses sufficiently in advance of the pre-proposal meeting or telephone conference to allow review by the Architect staff and subconsultants prior to discussion at the meeting or telephone conference.**

Potential Presentation: A phone conference to review the proposal may be suggested by either party.

Form of Agreement: The Owner proposed Owner/Architect contract agreement for this Project is provided for review as Attachment E and shall be reviewed prior to submitting your proposal. The contract agreement for this Project is generally based upon relevant AIA documents modified by the Owner to support their preferred project delivery method, and the State of Colorado (Office of State Architect) template Owner/Architect Agreement recommended for application to state and county public building projects in Colorado. Please note, in the proposal response, any changes or exceptions to this draft Owner/Architect Agreement that you would like the Owner to preliminarily consider. Only recommendations included with the proposal will be considered later, in the contract negotiation period. The draft Agreement provided is also subject to final review by Owner's legal counsel, as to form, content and processes involved. Changes presented after submittal of the written proposal will not be entertained. The Owner is not inclined to modify

the intent of the Agreement, but will be open to suggestions for purposes of clarity.

The AIA A-201 based, Owner proposed Owner-CM/GC draft agreement will be finalized with the CM/GC.

Owner's Project Budget: The Owner's team is working to further develop and refine in detail a total project development budget and projected schedule for the Project through to completion and beneficial occupancy. The total project development budget includes, as but one component, the Total Construction Cost budget component of the Project. Once the A/E team is further engaged under contract for provision of the post-Schematic Design Phase Design and Construction Administration Phases of work, and the CM/GC is selected and under contract to the Owner, the Owner will rely on their collective experience and professionalism to ensure the design of the Project further evolves through the final successive phases of design within the Owner's Approved Budget for Total Construction Cost; and the entire project team shall further cooperate to maintain the project schedule and budget. The current projected total construction cost for the Project as defined by the scope description above in this RFP is $8 Million including provision for CM/GC Preconstruction Services Phase Fee and allowed Reimbursable Costs, CM/GC Construction Phase fee/profit, project General Conditions costs and Construction Contingency only. The current anticipated timeline for the Project, expressed in terms of major Project milestones, is set forth immediately below.

The Owner has budgeted and set aside sufficient funds to justify the decision to undertake the further post-Schematic Design Phase design of the Project, and the decision to subsequently move forward via solicitation of the CM/GC into construction is contingent upon the result of the Mill Levy vote in early November 2019. The Owner's team is working to further develop and refine the comprehensive Project budget (Total Project Development Budget).

Once the A/E team is engaged and contract for services executed, the Owner will rely on the Architect's experience and professionalism to assist and further contribute to the refinement of the Project Development Budget. Early projection of the eventual total cost of construction, prior to transfer of this responsibility to the selected CM/GC, when engaged after Schematic Design, is one of the primary deliverable requirements of the Architect under its existing agreement with the Owner, beyond programming, early design and outline specification development prior to the arrival of the CM/GC.

The A/E team shall cooperate to maintain the project schedule for completion of its services including provision of the cost estimate and schedule templates and updates thereof, required as integral elements of the scope of services covered by this solicitation.

Milestone Schedule: The current anticipated timeline for the Project in terms of major Project milestones for purposes of this solicitation is as follows. All dates are subject to revision:

* Issue of Request for General Proposal (this RFP)	Oct 25, 2019
* Pre-proposal Meeting or Telephone Conference	Oct 30, 2019
* Last date for Questions Pertaining to RFP	Nov 1, 2019
* Result of Mill Levy Vote to fund Library Services	Nov 5, 2019
* Owner to Issue Answers to Questions	Nov 6, 2019
* Proposal Response due to Owner & Project Consultant	Nov 12, 2019
* Period for Owner Review of Proposal	Nov 12 to 21
* Anticipated Fee Proposal/Clarification/Negotiation period	Nov 21 to 26
* Work with Architect to finalize Contract by:	Dec 4, 2019
* BoCC Contract Award to Architect & A/E Team	Dec 10, 2019
* Execute Owner/Architect Contract Agreement by:	Dec 13, 2019
* Candidate CM/GCs Complete SD Cost Estimates by :	Feb 18, 2020
* Owner Establishes Short List of Candidate CM/GCs by:	Feb 2, 2020
* A/E Participates in CM/GC Interviews	Mar 10, to12
* SD Cost Reconciliation Period - Architect & CM/GC	Mar 31, 2020
* Establishment of Owner Contract with CM/GC by:	April 10, 2020
* A/E Begins Design Development Phase Work	April 11, 2020
* A/E Issues New Building CDs for Full Permit Review	Nov or Dec 2020
* CM/GC Provides Project FGMP based on Full Permit Docs.	Jan 10, 2021
* CM/GC Mobilization on Site	Mar 1, 2021
* CM/GC Commences Construction	April 1, 2021
* Owner Beneficial Occupy of New Library Facility	2 Qtr. 2022

The Architect shall include a bar/Gantt chart based, major detailed milestone event and activity schedule in their proposal, reflecting how they anticipate to accomplish the services of this solicitation, from commencement of Design Development Phase through construction/permit documents completion of the Project, to meet the further milestones as set forth above. Development of its schedule is to INCLUDE any provision for potential bid package fast-tracking anticipated by the A/E as appropriate for consideration relative to the intended scope and preliminary schedule milestones of the Project, particularly in regard to any discovered hazardous materials mitigation and abatement package necessities, excavation and foundations package, and any material/equipment procurement involving anticipated long-lead time for delivery, all and/or others subject to approval by the City of Gunnison and County Plan Review & Approval Policies respectively, and allowance for same to be eventually confirmed by the Architect.

Basis of Invitation:

The Owner, through the Executive Director in consultation with the County Manager and County Commissioners, has the sole authority in awarding the commission and contract. On the basis of both the subjective response criteria involved, and perceived reasonableness of a financial fee for services, reimbursable cost and billable rates proposal basis for services. The Owner will consider proposal offered in responses to this RFP. If in the unlikely event, the Owner and proposing architect are subsequently unable to complete contract negotiations in a timely manner, the Owner reserves the right to reject the offer made by the proposal designated for negotiation, on either a subjective basis,

or as may be related to the detailed financial proposal inclusive of fee, reimbursable costs and billable rates, as offered, or both, and to subsequently seek to pursue the an alternative for receipt of a proposal for services from another A/E team. The Owner reserves the right to waive formalities and to cancel this solicitation process and select an alternate course of action.

Form of Proposal:

Please submit one (1) printed and bound original and five (5) printed and bound copies of your proposal response; and an electronic copy of your proposal via electronic CD or Thumb Drive, no later than 5PM on November 12, 2019 to the persons set forth below. **INCLUDE pricing Attachments (A-D) in your Proposal response**. One (1) printed copy of the Proposal and a CD or Thumb Drive shall be physically delivered to Michael Mismash at the Gunnison, CO address indicated below, and also provided to him via email to mjmismash@gmail.com . Additionally, the original and four (4) printed copies and a second CD or Thumb Drive shall be delivered to the Executive Director of the Library District, Drew Brookhart, in Gunnison, CO, and also provided to him via email to drew@gunnisoncountylibraries.org.

The original and copies must be identical respectively, and identical to the electronic copy.

The addresses for physical delivery are as follows:

1 copy, plus 1 CD or TD to:
Mr. Michael J. Mismash
203 Meadowlark Trail
Gunnison, CO 81230

303.619.3707

Original and 5 copies, plus 1 CD or TD to:
Mr. Drew Brookhart
Gunnison County Library
307 North Wisconsin
Gunnison, CO 81231
970.641.3485

Proposal Response:

Please organize your response in a format that follows and re-states the numbered headings of the outline set forth below. Limit your response to no more than (20) 8 ½ x 11 inch pages exclusive of front & back covers, tab dividers, cover letter and required Attachments. Printed narrative text should be no smaller than 11 point type and of a font or fonts of your choice. The page count within each tab below is for planning and may be modified to meet your needs as long as the total page count of 20 pages is not exceeded. Inclusion of fold-out pages is acceptable.

COVER LETTER *(not included in count)*

1. **Project Understanding:** *(2 pages)*
   Provide an overview of what your A/E team sees as the important factors related to the Project, post-Schematic Design, as well as the issues that will require specific attention to ensure the design and delivery of the Library facility, is successful and meets the goals set forth by the Owner. Utilize this section to also express any initial thoughts and ideas for revising or otherwise making adjustments to the architectural style or aesthetic design solution

that has thus far been established at the Conceptual and Schematic Design levels that may now come to mind, particularly those that might be available to adjust the projected eventual construction cost, should such adjustment be later found to be necessary; and be prepared to amplify upon such early thoughts and ideas via visual aids or examples as may be appropriate at a potential subsequent interview and presentation meeting or telephone conference presentation opportunity, should one be scheduled latter.

2. **Architect's Team & Project Approach:** *(10 pages)*
   a. Provide resumes of at least the 6 key members of your team that will be responsible for delivery of your services, to include, 1) Principal in Charge, 2) Design Architect, 3) Planner/Programmer, 4) Project Manager, 5) Cost Estimator or Cost Estimating Consultant, 6) Construction Phase Administrator. If any are to be changed from those individuals that have been active during the earlier and now completed phases of programming and design, please provide professional references for each new person, and for any other individuals you now would seek to include on your team, indicating their specific involvement on past similar projects. Briefly reconfirm the proposed legal form of the entity making proposal, be it Association, Joint Venture, Partnership, Principal and Subconsultant or other, indicating, as may be appropriate, the specific legal form of the entity to which you propose the Owner would contract to obtain the continued services of your team, and if you propose to include any Disadvantaged Business Enterprise entities ("DBEs") on your team as subtracted consultants or otherwise. Indicate or reconfirm the proposed Architect-of-Record, and the member or members specifically responsible for orchestration of the remaining design and construction administration duties respectively.

   b. Please tell us what organizational planning steps you will take to assure that the remaining design efforts will not delay intended commencement of the work of the CM/GC in the field as anticipated by the milestone schedule above set forth.

   c. Re-include an organizational chart(s) previously provided to the Owner and provide expanded supporting narrative of your approach to the Project that describes your internal staff roles, consultant's and, now moving forward in Design Development and Construction Documents preparation phases, subconsultant's roles, and processes you will employ in successfully completing the Project.

   d. Now that the Design Scheme for this Project has been established, briefly re-describe your team's specific, expertise and most recent experience with similar relative Library size and functional scope of this Project. Focus upon explanation of how past similar project experiences in design and construction delivery administration might apply, in the sense of lessons learned, to this Project, and will benefit

the Owner. Outline each key member of your team's past relationship working together on similar airport Library facility projects. Also state the past working relationship with any consultant firms by past project undertaken, and the other consultants that interacted with your firm and Architect of Record.

3. **Ability to Accommodate the Remaining Design Phase(s) Schedule:** *(2pages including the bar chart schedule described below in subsection b.)*
    a. Describe and chart your design methodologies and timelines for achieving the Owner's goals and expectations.

    b. Provide a bar/Gantt chart schedule, or potentially in MS Project or of similar type, clearly detailing your approach for incorporating the remaining projected milestone timeline provided above herein. Be certain to explain your approach such that the Owner understands how your intended schedule will allow the Owner to meet the targeted event milestones and approximated activity timelines between them, and especially now at the approaching completion of the Schematic Design Phase, that will allow for the use of the Schematic Design documents to be utilized in the procurement of the CM/GC, as the basis for cost estimating by competing CM/GC firms as one basis of their proposals. Clearly state your belief that the projected Project milestones are achievable. If you do not believe they are achievable, please state the concerns you have with the milestone schedule and make recommendations.

    c. Describe and be certain to incorporate consideration of bid packaging as you feel might be appropriate or required. Incorporate any discussion of potential project design and construction phasing ideas and/or perceived constraints as might seem, at this juncture, feasible and practical to consider, or might be of special concern or of potential benefit.

4. **Owner Participation:** (*2 pages)*
    a. Outline your approach to assuring continued effective communication with the Executive Director of the Library and Owner's Project Consultant to include participation, coordination, feedback and approvals, etc. What, if anything different from the experience of the earlier phases of programming and design, should the Owner be prepared to do and when? How will you endeavor to assure that any decisions to be made by the Executive Director on behalf of the Owner will be made on a timely basis so as not to cause unnecessary delays.

5. **Quality of Documents and Administrative Service:** *(3 pages)*
    a. Explain your approach to ensuring that the A/E team will successfully accomplish its work so that the attendant design phase activity scheduling to include ongoing value engineering in conjunction with

the CM/GC during the latter Design Phases of Design Development and Construction Documents generation, in support of the targeted Project milestones to be achieved by the Architect, will be of beneficial use to the Owner.

b. Explain your approach to ensuring that the A/E team provides fully coordinated documents among design disciplines, and will lead the work of further design and how you will now team with the selected CM/GC in further providing and sharing responsibilities for leadership in this regard.

c. Explain your approach to providing Construction Administration (CA) services. Specifically explain your approach to providing the CA services in Gunnison Colorado.

d. Explain your approach to assuring that potential incorporation of geothermal heating/cooling system equipment and heat transfer field design would be incorporated into the design of the Project, should the Owner determine in the course of the Design Development Phase the feasibility for such system inclusion within the constraints of budget adherence. Similarly explain your approach to assuring proper coordination of typical traditional building MEP and other technical systems commissioning, should the Owner determine it wishes to separately contract for additional systems commissioning consultant services beyond those traditionally provided by the architect working in conjunction with the builder(s).

e. Explain how you can, if asked, incorporate the consideration of eventual FF&E needs of the Project in relation to final design. Based upon your past experience with projects of this type, discuss how your approach toward FF&E procurement orchestration and management might be organized, and the extent to which your firm/team has expertise in this area. How in terms of advice, should the Owner's management and administrative personnel and other User Groups' FF&E requirements be organized and coordinated with the final design of the Project?

f. Describe your team's experience in assisting owners in their pursuit of funding sources or grants or bond funding programs, including the Department of Local Affairs (DOLA), or with entities having jurisdiction for such approvals and/or funding of facilities similar to this project.

6. **Contract Agreement-** *(1 page)*

Include a detailed review of any issues you may have with the attached draft Owner/Architect Agreement. The Owner is not prepared to make changes in the concept and intent of the Agreement, particularly as they relate specifically to procedures and requirements set forth in the language of the

Owner/CM-GC Agreement intended for application on this Project. However, the Owner will certainly entertain any offered suggestions that may add clarity of intent. Be very specific, generic comments such as "*we reserve the right to later discuss issues*" will not be entertained.

7. **Fee and Reimbursable Costs:** *(not included in page count)*
Complete and provide Attachments A-D to establish your proposal of a total fee for services amount and your proposal projection of necessary expenses for services by the subcategories set forth by attachment. *NOTE: These attachments must remain in Excel format so the Owner will be able to utilize electronically.*

Attachment A- Fee Proposal Summary: The fee for each phase shall be further defined by discipline/firm, i.e. architectural and interior design, civil, structural, mechanical, plumbing, electrical etc. (Note: 0% Mark-up on sub-consultants and reimbursable expenses must be clearly identified)
Attachment B- Billable Rates: Include hourly billable rates, valid for the years 2020, 2021 & 2022 for staff by title for both the architectural firm or and each of the consultants.
Attachment C- Reimbursable Expenses: Include a not-to-exceed estimate for reimbursable expenses with a clear definition of what is included within these expenses.
Attachment D - Architect's Consultant List: Provide a complete and/or reconfirm your list of design or other consultants including a description of each sub-consultant's specialty and the reason for their need.

Attachments to RFP:

The following are the attachments included with this RFP:
Attachment A - Fee Proposal
Attachment B - Billable Rates Schedule
Attachment C - Reimbursable Expenses
Attachment D – Sub-Consultant List and Description of Sub-Consultant Specialty
Attachment E – Draft A/E Services Agreement
Attachment F – New Gunnison County Library Project Schematic Design Document Package and Descriptive Report Dated November 12, 2019
Attachment G -RFP Question and Response Form

END OF RFP

ANDERSON
HALLAS
ARCHITECTS

Schedule

	2020												2021					2022
Milestone / Phase	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	...	2nd Quarter
Execute Owner/Architect Contract Agreement by	*																		
Candidate CM/GCs Complete SD Cost Estimates by			*																
AE/Participates in CM/GC Interviews				*															
SD Cost Reconciliation Period - Architect + CM/GC				*															
A/E Design Development Phase																			
50% DD issued for CM/GC cost update							*												
90% DD issued for GCLD review/sign-off								*											
A/E Construction Document Phase																			
90% DD issued for GCLD review/sign-off											*								
A/E Issues New Building CDs for Full Permit Review																			
CM/GC Provides Project FGMP														*					
CM/GC Mobilization on Site																*			
CM/GC Commences Construction																	*		
Construction Phase																			
Owner Beneficial Occupy of New Library Facility																			

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 21, 2020

The January 21, 2020 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present were:

Jonathan Houck, Chairperson
John Messner, Vice-Chairperson
Roland Mason, Commissioner
Matthew Birnie, County Manager
Elizabeth Mense, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

AGENDA REVIEW: There were no changes to the agenda.

CONSENT AGENDA: **Moved** by Commissioner Messner, seconded by Commissioner Mason to approve the Consent Agenda as presented. Motion carried.

1. Incumbency and Signature Certificate
2. Contractor Agreement; Janitorial Services – O'Leary Building; J & K Services
3. Adoption of the Gunnison County Colorado Employee Medical Benefit Plan
4. Adoption of the Gunnison County Colorado Employee Dental and Vision Benefit Plan

SCHEDULING:

- There is a Counties & Commissioners Acting Together (CCAT) meeting on Wednesday, 1/22/20.
- There is a Colorado Counties, Inc. (CCI) Steering Committee Meeting & legislative breakfast on 1/24/20.
- Commissioner Messner is attending a Colorado Oil & Gas Conservation Commission hearing on
- 1/29/20.
- Commissioner Messner is attending the Crested Butte Town Council meeting on 2/4/20. Commissioner Mason is attending the Mt Crested Butte Town Council meeting on 2/18/20. Commissioner Houck is attending the City of Gunnison Town Council meeting on 2/25/20.
- There is a Great Outdoors Colorado (GOCO) listening tour event at Western Colorado University on 2/5/2020.
- County Manager Birnie will be out of the office 2/5/20 - 2/7/2020 attending the 2020 Colorado City & County Management Association conference. He will also be out of the office 2/17/20 – 2/21/20.

COUNTY MANAGER'S REPORT: County Manager Matthew Birnie was present for the discussion.

1. **Community Development Block Grant Application:**
   Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority was present for the discussion. Director Kermode explained that this Community Development Block Grant application was submitted to the Department of Local Affairs (DOLA) previously. DOLA informed Director Kermode that it must be a County entity applying for the grant. The application was revised to list Gunnison County as the applicant and the Gunnison Valley Regional Housing Authority as the sub-grantee. The County Attorney's office recommended that an agreement be drafted which defines roles and responsibilities for each party. The Housing Authority will administer the grant. The County will be responsible for grant reporting.
   Moved by Commissioner Messner, seconded by Commissioner Mason to approve the Community Development Block Grant application with the understanding that there will be an Intergovernmental Agreement drafted and executed between Gunnison County and the Gunnison Valley Regional Housing Authority and authorize Chair signature.
   Moved by Commissioner Houck, seconded by Commissioner Messner to make a friendly amendment to the previous motion to also authorize County Manager Birnie to sign the grant application. Motion carried.
2. **Gunnison County Library Project Delegation of Authority:**
   County Manager Birnie requested delegation of authority to execute documents for the Gunnison County library project.
   Moved by Commissioner Messner, seconded by Commissioner Mason to delegate authority to County Manager Birnie to sign and execute contracts and documents related to the Gunnison County library project. Motion carried.

- County Manager Birnie inquired whether the Board wanted the annual Club 20 dues paid. The Board consensus was to pay the dues and attend 2020 meetings throughout the year. The Board will discuss membership for 2021 at a later date.

DEPUTY COUNTY MANAGER'S REPORT: Deputy County Manager Marlene Crosby was present for the discussion.

- DCM Crosby noted that the recycling center had nine volunteers for Martin Luther King, Jr. Day of Service.

1. **Resolution; A Resolution Vacating a Portion of First Street in the Townsite of Ohio City, Colorado:**
   Attorney Jacob With from Law of the Rockies was present for the discussion. The Board requested revisions to the resolution. No action was taken on this item. It'll appear on a future agenda.
2. **Resolution; A Resolution Waiving Certain Provisions of the Gunnison County Standard Specifications for Road and Bridge Construction, Requested by John & Mary Lou Gregory for Gregory Subdivision:**
   Moved by Commissioner Houck, seconded by Commissioner Messner to approve Resolution 2020-4; A Resolution Waiving Certain Provisions of the Gunnison County Standard Specifications for Road and Bridge Construction, Requested by John & Mary Lou Gregory for Gregory Subdivision. Motion carried.
3. **Annual Highway User's Report:**
   DCM Crosby explained that the Annual Highway User's Report is due to the State by 1/31/2020.
   Moved by Commissioner Messner, seconded by Commissioner Mason to authorize the full Board signature on the Annual Highway User's Report. Motion carried.
4. **Request for Agreement Amendment; Crested Butte South Public Road Maintenance Agreement:**
   Finance Director Linda Nienhueser and Ronnie Benson from the Crested Butte South Metropolitan District were present for the discussion.
   Moved by Commissioner Messner, seconded by Commissioner Mason to approve the request to amend the agreement between Gunnison County and Crested Butte South Metropolitan District for Public Road Maintenance. Motion carried.

Boundary Line Adjustment; Little Cimarron Creek Ranch Subdivision LUC-18-00016:
Hillary Seminick, Planner II from Community & Economic Development and Attorney Jacob With were present for the discussion. The plat was reviewed and approved by the County Attorney. The application was approved by the homeowner's association and adjacent neighbor.
Moved by Commissioner Messner, seconded by Commissioner Mason to approve the Boundary Line Adjustment for Little Cimarron Creek Ranch Subdivision LUC-18-00016. Motion carried.

VOUCHERS AND TRANSFERS:
Finance Director Linda Nienhueser presented the voucher approval report dated January 21, 2020 and the cash transfer authorization report dated December 2019 for discussion and approval.
Moved by Commissioner Houck, seconded by Commissioner Mason to approve the vouchers in the amount of $2,587,788.56. Motion carried.
Moved by Commissioner Houck, seconded by Commissioner Messner to authorize the cash transfers in the amount of $3,243,885.75. Motion carried.

Sales Tax & Local Marketing District Reports:
Finance Director Nienhueser presented the November 2019 Sales Tax & Local Marketing District reports.

October 2019 Purchase Card Report:
The October 2019 Purchase Card report was presented. There were no questions from the Board.

TREASURER'S REPORT:
Treasurer Debbie Dunbar was present for the discussion. The December 2019 Treasurer's report and Investment report dated December 31, 2019 were provided for Board review.
Moved by Commissioner Mason, seconded by Commissioner Messner to approve acceptance of the Treasurer's reports as presented and authorize Chair signature. Motion carried.

UNSCHEDULED CITIZENS:
Denny Behrens, Co-Chair of Colorado Stop the Wolf Coalition made public comments regarding the Colorado Gray Wolf Reintroduction Initiative (Ballot Initiative 107). Mr. Behrens provided the Board with a letter and informational data supporting his stance.

Revocable License Agreement; Gunnison County & Ahren Cattles:
Moved by Commissioner Messner, seconded by Commissioner Mason to approve the Revocable License Agreement between Gunnison County and Ahren Cattles as presented. Motion carried.

COMMISSIONER ITEMS:
Jonathan Houck –

1. Commissioner Houck participated in a Colorado Counties, Inc. (CCI) legislative call on Friday, 1/17/20.
2. Commissioner Houck is planning to attend CCI meetings in Denver 1/23/20 – 1/24/20.

Commissioner Messner is also planning on attending.
3. There is a Counties & Commissioners Acting Together (CCAT) meeting Wednesday, 1/22/20.
4. Commissioner Houck attended a Gunnison Basin Roundtable meeting on 1/20/20. He will provide an overview of the meeting during a Work Session when House Bill 1177 is discussed.
5. Commissioner Houck is planning on attending the Spruce Beetle Epidemic and Aspen Decline Management Response (SBEADMR) annual meeting in Montrose next week.
6. Commissioner Houck is planning to attend the Outdoor Retailer Expo and Conference in Denver 1/29/20 – 1/31/20.
7. Commissioner Houck will not be in attendance at the 3/3/20 BOCC Regular Meeting. He will be in Washington, DC attending the 2020 National Association of Counties (NACo) Legislative Conference 2/28/20 – 3/4/20.

Roland Mason-
1. Commissioner Mason discussed the Mayors and Managers meeting he attended on 1/9/20.
2. Commissioner Mason discussed the Gunnison Valley Rural Transportation Authority (RTA) meeting he attended on 1/10/20.
3. Commissioner Mason discussed the Gunnison Valley Climate Action Summit he attended in Crested Butte on 1/13/20. He also attended the all-day Summit at Western Colorado University on Friday, 1/17/20.
4. Commissioner Mason discussed a recent Region 10 meeting he attended.

John Messner-
1. Commissioner Messner briefly discussed the Community Health Group Day of Welcome ceremony. It is tentatively scheduled for May 2020.

Possible Executive Session Pursuant to C.R.S. 24-6-402(4a) Possible Lease Agreement or Transfer of Real Property and C.R.S. 24-6-402(4)(b) Conference with the County Attorney and Deputy County Attorney to Receive Legal Advice:
Moved by Commissioner Houck, seconded by Commissioner Mason to enter an executive session Pursuant to C.R.S. 24-6-402(4a) Possible Lease Agreement or Transfer of Real Property and C.R.S 24-6-402(4)(b) Conference with the County Attorney and Deputy County Attorney to Receive Legal Advice. In attendance would be Commissioner Houck, Commissioner Messner, Commissioner Mason, County Manager Matthew Birnie, Deputy County Manager Marlene Crosby, County Attorney David Baumgarten and Deputy County Attorney Matthew Hoyt. Motion carried.

The Board went into executive session at 9:57 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4a) and C.R.S. 24-6-402(4)(b)*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(2)(d.5)(II)(B) and C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4)(b) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____ _____

David Baumgarten
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4)(b).

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Commissioner Houck noted for the record that Cathie Pagano, Community & Economic Development Director also participated in the Executive Session.
Moved by Commissioner Houck, seconded by Commissioner Mason to come out of executive session. Motion carried unanimously**.** The Board came out of executive session at 10:46 am. Commissioner Houck confirmed that the discussion remained on-topic and that no decisions were made.

ADJOURN: Moved by Commissioner Messner, seconded by Commissioner Mason to adjourn the meeting. The meeting adjourned at 10:46 am.

_____
Jonathan Houck, Chairperson

_____
John Messner, Vice-Chairperson

_____
Roland Mason, Commissioner

Minutes Prepared By:

_____
Elizabeth Mense, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2020-4

A RESOLUTION WAIVING CERTAIN PROVISIONS OF THE GUNNISON COUNTY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, REQUESTED BY JOHN & MARY LOU GREGORY FOR GREGORY SUBDIVISION

WHEREAS, a written petition by John and Mary Lou Gregory, was filed with the Board of County Commissioners of Gunnison County, Colorado, requesting a waiver of the Gunnison County Standard Specifications For Road and Bridge Construction ("Standards and Specifications") and

WHEREAS, the request is to waive the "Standards and Specifications" for the road right of way for the access road extension into the Gregory Subdivision from sixty (60) feet to forty (40) feet.

WHEREAS, the Board has conducted a duly noticed public hearing regarding that petition.

THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO FINDS that John and Mary Lou Gregory for Gregory Subdivision has established by clear and convincing evidence that::

1. The waiver is warranted by site specific conditions that make compliance with the Standards and Specifications technically unfeasible; and

2. The waiver will not adversely affect the safe, efficient and orderly movement of motorized and non-motorized traffic; and

3. The waiver will not adversely affect health and safety; and

4. The waiver will not cause substantial injury to the owner or occupant of adjacent land(s); and

5. The waiver will not cause substantial injury to the environment; and

6. The waiver will provide the functional equivalent of the Standards and Specifications.

THEREFORE, the Board of County Commissioners of Gunnison County, Colorado resolves as follows:

1. Width of the right-of-way:
   A reduction of the width of the right-of-way on the access road extension into the Gregory Subdivision from sixty (60) feet to forty (40) feet is approved.

INTRODUCED by Commissioner Houck, seconded by Commissioner Messner, and adopted this 21st day of January, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Messner – yes; Mason – yes.