



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR QUALIFICATIONS

TRANSPORTATION FACILITY ARCHITECTURAL DESIGN SERVICES

RFQ # 20-725-001

RFQ SCHEDULE

RFQ Issued	July 26, 2019
Pre-proposal Conference	August 9, 2019
Questions Due	August 13, 2019 2 p.m. MST
RFQ Closing Date	August 23, 2019 2 p.m. MST

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1.0 GENERAL INFORMATION

Poudre School District's Transportation Department ("PSDT") provides transportation services for approximately 13,000 students every day during the school year. PSDT operates and maintains more than 150 school buses that travel approximately 1.8 million miles per year. The District operates two main bus terminals and four remote sites that serve the District's 1,800 square miles. The department employs 200 individuals, comprised of administration, fleet maintenance, dispatch, routing, and bus drivers. Most of the staff is located at the Johannsen Support Services Center ("JSSC") at 2407 LaPorte Avenue.

To address the current needs of Poudre School District (the "District"), and to consider future growth, it is necessary to provide an upgraded Transportation Service Center that will centralize the activities of the PSDT. The new Transportation Service Center should incorporate adequate room for personnel, equipment, and material storage as well as provide for improved access, more convenience and greater efficiencies that can be achieved through a common location of resources.

Site analysis and planning is critical to promote compatibility and community aesthetics that are in harmony with functional needs. A site layout must be designed to promote efficiency and effectiveness.

Proposing firms are required to attend a pre-proposal conference to become familiar with the selection process, the schedule, and the elements of the contract.

DATE: Friday, August 9, 2019
TIME: 10:00 a.m. MST
WHERE: Operations Conference Room
ADDRESS: 2445 LaPorte Avenue
Fort Collins, CO 80521

The District is issuing this Request for Qualifications ("RFQ") for Architectural Design Services. The anticipated project description and schedule follow.

1.1 PROJECT DESCRIPTION

As identified in the District's 2016 Bond Proposal, a new transportation facility is planned for the JSSC complex. The transportation facility will house Transportation Services with the potential of also housing the Outdoor Services, Building Maintenance, Plumbing, HVAC, and Controls departments. It is envisioned the facility will be located near the southwest corner of the JSSC site, replacing other existing, outdated buildings. The facility will include vehicle and equipment service bays, shop areas, office space, a driver lounge, and dispatch. This allows for the consolidation of various services currently spread around the JSSC campus.

The selected firm shall provide architectural design services for the District's new Transportation Facility ("Project"). It is expected to assemble a team for complete

design of the Project to include site analysis, programming, and design of the Transportation Services Center along with bidding and construction phase services. The firm will be required to provide complete Project design services to include, but not limited to; Architectural Services, Civil Engineering, Structural Engineering, Geotechnical Engineering, Surveying Services, Mechanical, and Electrical Engineering. The firm's Project team will work closely with the District team which will be comprised of members of the Operations Department and other select stake holders.

1.2 PROJECT SCHEDULE

1.2.1 Anticipated commencement of design work: October 2019

1.2.2 Anticipated construction bid date: fall 2020

1.2.3 Anticipated occupancy: no later than December 2021

2.0 MINIMUM QUALIFICATION REQUIREMENTS

As set forth in more detail below, the District will only consider submittals for this Project from firms that meet the following qualification criteria:

2.1 Principal Architect of record must be registered and licensed in the State of Colorado.

2.2 Firm must have an established office within 150 miles of Fort Collins, Colorado at the time of RFQ response submission.

2.3 Firm must demonstrate completion of Projects of a similar size and scope within the last five (5) years.

3.0 SUBMITTAL REQUIREMENTS

As set forth in more detail below, the District is requiring the following information from all firms as part of their response:

3.1 Letter addressing the considerations below

3.1.1 Completed Architect's Qualification Statement - AIA Document B305 – 1993 or successor form (Exhibit C)

3.1.2 Firm's summary of previous work for the District

3.1.3 Firm's experience on projects of similar type and size within the last five (5) years

3.1.4 Whether the design professional or any of its principals has ever declared bankruptcy under their current names or former names.

3.1.5 Whether the firm or any of its principals has ever made an assignment for the benefit of creditors

- 3.1.6 Whether there are any unsatisfied judgements or liens against the firm or any of its principals.
- 3.2 Description of the proposed Project team and approach
 - 3.2.1 Qualifications of proposed key team members
 - 3.2.2 Project approach which shall include:
 - 3.2.2.1 Budget and Cost Control
 - 3.2.2.2 Quality Control
 - 3.2.2.3 Schedule Management
- 3.3 Statement of the firm's capabilities.
 - 3.3.1 Current and projected workload.
- 3.4 Proposed Fee Schedule
 - 3.4.1 Submittals must include a complete proposed Fee Schedule & Hourly Rates as provided in Exhibit D.
 - 3.4.2 Proposed Fee Schedule & Hourly Rates must include the following consultant fees
 - 3.4.2.1 Architectural Fee
 - 3.4.2.2 Structural
 - 3.4.2.3 Mechanical
 - 3.4.2.4 Electrical
 - 3.4.3 Identify any additional consultants included in fee schedule not specified above.
 - 3.4.4 Identify hourly rates for the following
 - 3.4.4.1 Principal
 - 3.4.4.2 Project Manager
 - 3.4.4.3 Project Architect
 - 3.4.4.4 CAD Technician
 - 3.4.4.5 Interior Designer

3.4.4.6 Clerical

3.4.5 Additional services and consultants listed on the Fee Schedule & Hourly Rates will be negotiated on an as-needed basis after award of this RFQ.

4.0 RFQ PROCEDURES AND DEADLINES

The procedures and deadlines associated with this RFQ are as follows:

- 4.1 The District shall provide copies of this RFQ and its related documents to firms through the electronic solicitation platform www.bidnetdirect.com (BidNet), where registered bidders are required to submit their electronic RFQ response along with the first and last name, telephone number and e-mail address of the employee within the firm's organization who will be designated as the District's primary contact with respect to this RFQ and the firm's response thereto. The District may provide copies of this RFQ to other firms upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFQ and their response thereto.
- 4.2 **At no time during the solicitation process, will communication regarding this RFQ be permitted with any district employee other than Karen Wailly, the District Senior Procurement Agent associated with this RFQ, until an award has been announced. Communication with a district employee other than Karen Wailly may disqualify your submittal from consideration.**
- 4.3 Questions regarding this RFQ must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFQ through and including 2:00 p.m. MST on **August 13, 2019**.
 - 4.3.1 Each question must be submitted individually. Multiple questions per entry will not be answered.
 - 4.3.2 Each question submitted, as well as the District's response thereto, shall be posted to Bidnet as an addendum.
- 4.4 Electronically submitted responses, as provided in section 3.0 of this RFQ, must be received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on **August 23, 2019**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.
- 4.5 District staff shall review the written submittals to this RFQ during the consideration period commencing on August 26, 2019. During the consideration period, questions may be asked of and additional information may be requested from specified District personnel and select firms may be asked to give presentations to District staff regarding their RFQ responses.
- 4.6 The selected firm's services are subject to and conditioned on: (a) an agreement by the District and the selected firm regarding the terms of a written contract between the parties, including but not limited to the terms specified in section 3.0

of this RFQ; and (b) the execution of the written contract by authorized representatives of the District and the selected firm.

- 4.7 This RFQ does not commit the District to select or contract with any firm that provides a response, or to pay any costs incurred by firms in responding to the RFQ or negotiating a contract. The District reserves the right to reject any and all responses to this RFQ at any point in the process, to waive any irregularities and/or informalities with respect to the RFQ procedures and deadlines, and to select the firm whose response it deems in its sole discretion to be in the best interest of the District. The award of this RFQ to a selected firm is contingent upon the execution of a mutually acceptable agreement, a sample of which is provided as AIA Document B101-2017 (Exhibit E). If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent firm(s) who submitted a responsive and responsible response to this RFQ per the specified terms herein.
- 4.8 Information and materials submitted in response to this RFQ may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that firm believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which firm believes they are confidential. The District, not the firm, shall determine whether information and materials so identified will be withheld as confidential, but will inform firm in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

-- End --

Exhibit A

PROJECT SCOPE

The selected firm is expected to provide a full range of project management, architectural, and engineering services as part of a design team assembled with the intent of providing high level professional services to the District. The scope of services for the Transportation Service Center Project is described below.

As identified in the District's 2016 Bond Proposal, a new transportation facility is planned for the JSSC complex. The transportation facility will house Transportation Services with the potential of also housing the Outdoor Services, Building Maintenance, Plumbing, HVAC, and Controls departments. It is envisioned the facility will be located near the southwest corner of the JSSC site, replacing other existing, outdated buildings. The facility will include vehicle and equipment service bays, shop areas, office space, a driver lounge, and dispatch. This allows for the consolidation of various services currently spread around the JSSC campus.

Transportation Service Center Programming

The design team will be expected to analyze the existing District facilities, personnel, and operations on the JSSC complex to develop recommendations for design features to be included in future facilities. As part of the programming phase the design team will:

- Review the Mission and Vision statement of the District and apply these values to the Transportation Service Center Project.
- Review the current and future transportation needs of the District.
- Review information provided in the 2015 Maintenance Design Group ("MDG") Feasibility Study Report prepared for the District Transportation Department. This report reviewed on-site facilities and projected upgraded facilities to meet the needs as they were known in 2015. Since that time, additional needs have surfaced. It is recommended that the firm thoroughly understand the existing facilities, the perspective gained from the MDG report and review present and future needs to ensure sizing is accurate for short- and long-term planning milestones.
- Considering the potential need to displace existing uses (Outdoor Services, Building Maintenance, Plumbing, HVAC, and Controls departments, et. al.), the selected firm must program in additional space for any uses displaced by building demolition and construction of the new facility. Some uses will be relocated into the new facility and some uses will be relocated to other buildings on the JSSC campus.
- Provide for use and discussion with the District Design Team, facility information gained from alternate Transportation Service Center plans that can provide balance and perspective for new facilities.
- Develop recommendations for sizing of facilities and optimal placement/location of the various uses as they currently exist or may exist in the future. These recommendations will serve as the basis for preliminary design.

Transportation Service Center Siting

The proposing firm will be expected to perform an alternatives analysis of various potential Transportation Service Center siting concepts (within the JSSC complex) as may be identified by the proposing firm or by the District.

- Develop a matrix of selection factors, in concert with District staff, to review alternate Transportation Service Center site locations on the JSSC complex that would meet project needs.
- Summarize findings from the Transportation Service Center Site Selection matrix into a technical memorandum outlining recommendations of site selection and conceptual layout of the new facility to form a basis of design.
- Consideration must be given to site circulation, adjacency considerations for various services, outdoor storage, and potential colocation of certain functions.

Transportation Service Center Design

Based upon recommendations from the Transportation Service Center Programming phase, prepare full contract documents for construction of a new Transportation Service Center.

- Generate Schematic Design (“SD”) (30%), Design Development (“DD”) (75%), and Construction Documents (“CD”) (100%) for the Transportation Service Center construction.
- Provide construction drawings including civil, structural, mechanical, electrical, and architectural as well as a full specification package suitable for bidding.
- Coordinate all permitting with the District and the State of Colorado, or other entities as may be needed.
- Complete engineer’s opinion of probable construction costs at each stage of the design.
- Provide a construction cost estimate complete with all fees and general conditions for construction of the project when the project moves forward.
- Coordinate all land use and zoning applications with the District, City of Fort Collins, or others as may be needed.
- Complete a full geotechnical investigation including foundation recommendations.
- Provide bidding assistance to include attendance at the pre-bid meeting, answer contractor questions related to the design documents and assist in preparation of resulting addendum documents.
- Throughout SD/DD/CD attend regular progress meetings to present and gather information from District staff. The progress meetings shall be assumed to occur on a regular, bi-weekly interval.

Services During Construction

- Provide submittal/shop drawing review.
- Provide time to address contractor and owner questions.
- Facilitate regular (weekly) progress meetings with the selected firm, sub-contractors, and the District.
- Generate record drawings for the overall Transportation Service Center site utilizing existing drawings and as-built records provided by the contractor.

Budget and Construction Cost Estimate

The initial project budget as determined by the District is \$11,300,000. The initial budget is expected to cover design fees, demolition costs, relocation costs, and construction. Costs for FF&E should be considered part of the above figure if not considered a component of the building. Building permit fees and other incidental fees should also be included in the above estimate.

The cost estimate developed for the project shall include a 5% construction contingency and shall include all pre-construction phase costs, all design and engineering costs, and all construction costs.

Project Close Out

Assist the District with project close out to include final inspection, processing of final pay applications, resolve warranty issues, provide contract documentation, oversee the preparation of Operations and Maintenance (“O&M”) manuals for equipment, commissioning (if necessary), and issuance of initial and final acceptance.

Available Work Products

Items available for review include:

- Feasibility Study Report – December 11, 2015 Maintenance Design Group (Exhibit B)
- Preliminary Programming (Exhibit F)
- Poudre School District Long Range Plan (available on the District website)

The final scope of services will be as negotiated between the District and the successful firm and will include the firm’s scope of services provided in the submittal as part of this project.

Project Schedule

RFQ Issued	July 26, 2019
Pre-proposal Conference	August 9, 2019
Final Day for Questions	August 13, 2019

RFQ Closing Date	August 23, 2019
Shortlist by	August 30, 2019
Interviews (if required)	September 11, 2019
Acceptance by District BoE	September 24, 2019

The project schedule dates listed above are approximate and may change. The District reserves the right to select a firm based on the submittal exclusively. At its option, the District may elect to interview one or more firms to allow opportunity for District staff and advisors to question prospective firms. At its option, the District may elect to negotiate the scope of work and price with one or more firms as part of developing a final contract. It is the intent of the District to select a consulting firm within 45 days after the RFQ closing date. However, the District reserves the right to reject any or all submittals. The ability of any firm to meet an exigent time schedule will be a factor in awarding a contract.

After the selection process is complete, the District anticipates SD/DD/CD to last approximately nine (9) months. The schedule goals are as follows:

Schematic Design	
Design Development	
Complete Construction Documents	July 2020
Permitting	July 2020
Anticipated Bid Opening	August 2020
Construction	September 2020 – August 2021
Project complete for owner occupancy	December 2021

Exhibit B



FEASIBILITY STUDY REPORT

PSDT Department

PSD Transportation Department
Fort Collins, Colorado

December 11, 2015

Section One - Overview

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Appendix A: North Terminal New Transportation Facility Space Needs Program

Appendix B: Wellington Satellite Transportation Terminal Space Needs Program

Section One Overview

Introduction

The Poudre School District Transportation (PSDT) Department is looking to improve and expand their facilities to maintain the support to transport students in the District. PSDT's mission is to remain "Committed to supporting the education of the students of our community by providing safe, efficient, and reliable transportation." The current state of the facilities are increasingly impeding the efficiency and reliability to provide the transportation needed within the growing district.

PSDT has engaged Maintenance Design Group to evaluate their existing terminals to identify opportunities on improving the maintenance and operations and recommend future facility requirements. This Feasibility Study documents the existing Transportation Terminals conditions and makes recommendations for Facility expansions, remodels, and new facilities to improve the safety, sustainability, and efficiency of PSDT. The recommendations presented in this study will focus on their needs for the next 7 to 10 years.

Background

PSDT operates and maintains 178 school buses and over 300 vehicles total for the district, which includes 1,864 square miles in Larimer County and around Fort Collins and extends from the north side of Loveland, parts of Windsor, over to Cameron Pass, and north to the Colorado state line. Transportation operates out of three locations, the North Terminal, the South Terminal, and in Wellington at Eyestone Elementary School. The District's geographical size, growth, and age have a direct impact on the support services that maintain its assets. Rapid growth and upcoming bond issues have required the District to focus on the future needs for both schools and their support services. Maintenance Design Group will examine current conditions and future needs to efficiently maintain the District's vehicle fleet. For the purposes of describing the key planning issues for PSDT, this study will be separated by the three locations.

- North Terminal
- South Terminal
- Wellington

Locations

North Terminal

The Transportation North Terminal is located at the Johannsen Support Services Center (JSSC) on 2407 LaPorte Avenue, Fort Collins, along with the other District functions including Central Administration, and other District support services (Figure 1.A).

Figure 1.A - Johannsen Support Services Center



South Terminal

The Transportation South Terminal is located off Highway 34 at 6425 Portner Road in Fort Collins. The site is located adjacent to Transfort and shares bus washing and fueling (Figure 1.B).

Figure 1.B - South Terminal Transportation Department



Wellington

PSDT is utilizing an access road at Eyestone Elementary School to minimize travel time at the north end of the District (Figure 1.C).

Figure 1.C - Eyestone Elementary School, Wellington, Colorado



Sustainability

Sustainability is an essential and fundamental component of operations for PSDT. Key sustainability issues that should be explored in the planning and development of the Transportation Services for PSDT Facilities include, but are not limited to, the following:

Balance Between Economic and Environmental Needs

To balance both economic and environmental needs that minimize environmental impacts, the PSDT Facilities should maximize employee health, safety, and operation efficiencies. This priority objective should be considered at all stages of development of the Transportation Facility.

Efficient Use of Material Resources

Material resources are valuable and an efficient use should be encouraged in the development and operations of the PSDT Facilities. This can be implemented through the use of reusable,

recyclable, biodegradable materials, and mandating the use of products that are extracted, harvested, and manufactured locally.

Efficient Use of Water Resources

PSDT Facilities plan should encourage efficient use of water resources by sustaining habitats and ecosystems through resourceful planning. Examples could include the implementation of an effective storm water management plan and the use of environmentally compliant wash bays to service all vehicles.

Energy Efficiency and Renewable Energy Systems

Explore and promote opportunities to increase energy savings on all PSDT Transportation Facilities through the use of high-performance systems combined with utilizing renewable energy sources like solar and wind.

Construction Methods

Methods of construction of PSDT Facilities play a significant role in sustaining the environment. Developing strategies that minimize transportation costs by utilizing local resources and recycling procedures during construction to divert material from landfills will conserve energy and minimize pollution.

Safety

PSDT takes pride in having a good safety record. To achieve a great safety record safety breakdowns can be avoided and provide fewer risks to PSDT Facilities if some facility issues are addressed with upgrades to site and building conditions. Some safety issues can be remedied by upgrading the facilities or developing a master plan for some terminals.

Facility Needs

For each of the three locations facilities this study will identify the following:

- General findings
- Existing conditions and safety issues
- Facility needs

The general findings, existing conditions and safety issues will then inform the facility needs for each site. Of the facility needs, additions,

and remodels are presented as Design Options to improve safety and efficiency for the Transportation Department. Each Design Option provided in Section Two - Design Opportunities identifies the project details, assumptions, the impact (expected benefits and tradeoffs), and a preliminary cost estimate for the Transportation Department improvement and expansion projects.

North Terminal General Findings

Transportation Administration

The Administration building houses the Director of Transportation, reception, and administrative support staff for the Transportation Department. This space has one enclosed office, four open workstations and a unisex restroom.

The Administration building (Figure 1.D) for the North Terminal is a modular building that has exceeded its lifecycle. The building cannot expand to accommodate any growth and has minimal possibility for remodeling. The conference room is located in an adjacent building. The following is a list of facility needs.

Facility Needs

- Co-located with Operations to provide efficient communication
- Difficult for visitors to Transportation to find reception
- Training facilities for drivers to accommodate 20 people dividable into two spaces.
- Conference rooms to accommodate 12 people

Figure 1.D - JSSC; Administration and Operations existing modular buildings.



Transportation Operations

The Operations building provides a place of work for all of the bus drivers, dispatchers, and transportation supervisors. The building includes an open driver's lounge with tables, mailboxes, computer terminals for logging trips, and a kitchenette. In addition, there is a men's and women's restroom, dispatch office, and supervisor offices.

The Operations building (Figure 1.D) for the North Terminal is a modular building utilized by PSDT for nearly 20 years, repurposed several times, and exceeded its life as a building. The following is a list of facility needs.

Facility Needs

- New building systems for heating, cooling and electrical
- Restrooms with more capacity to accommodate more than one person at a time
- Driver's lockers
- Storage for child seats
- Better separation for offices from driver areas to alleviate the noise between the two spaces
- Separate lunch area from the driver lounge
- Quiet Room with lounge chairs for drivers to rest between shifts
- A vestibule for dispatch to mitigate the noise between the lounge and dispatch

Covered Bus Parking

One large pre-manufactured steel bus canopy (Figure 1.E) with minimal lighting and a gravel surface below protects the majority of buses from inclement weather at the North Terminal. Seventeen buses are currently not covered; some parked on a diagonal are not able to pull through the parking stalls, because there are concrete barriers supporting the electric plug-ins to keep the buses warm during the winter

There are several safety issues related to the covered bus parking that need attention immediately (Figure 1.F - Figure 1.J). With a few upgrades and modifications, the Covered Parking Canopy will function more safely and efficiently. The following is a list of facility needs.

Facility Needs

- Canopy parking for all buses, about 15 buses are currently parked without cover
- Timed lighting under canopies to do bus inspections during dark conditions
- Cord reels under canopies to provide power for block heaters at each bus and to eliminate tripping hazards and damage to cords
- Separate parking for employees to mitigate the risk of a bus hitting a personal vehicle
- Improved traffic flow so that buses are not backing into the main access road into the JSSC

Figure 1.E - JSSC; Covered Bus Parking



Figure 1.F - JSSC; Buses are required to back into the main access road.



Figure 1.G - JSSC; Cords are tripping hazards when plugged into buses.



Figure 1.H - JSSC; Potholes in gravel under the Bus Canopy are unsafe conditions for Bus Drivers to walk in the dark.



Figure 1.I - JSSC; Minimal lighting make it difficult for Bus Drivers to do their inspections in the dark.

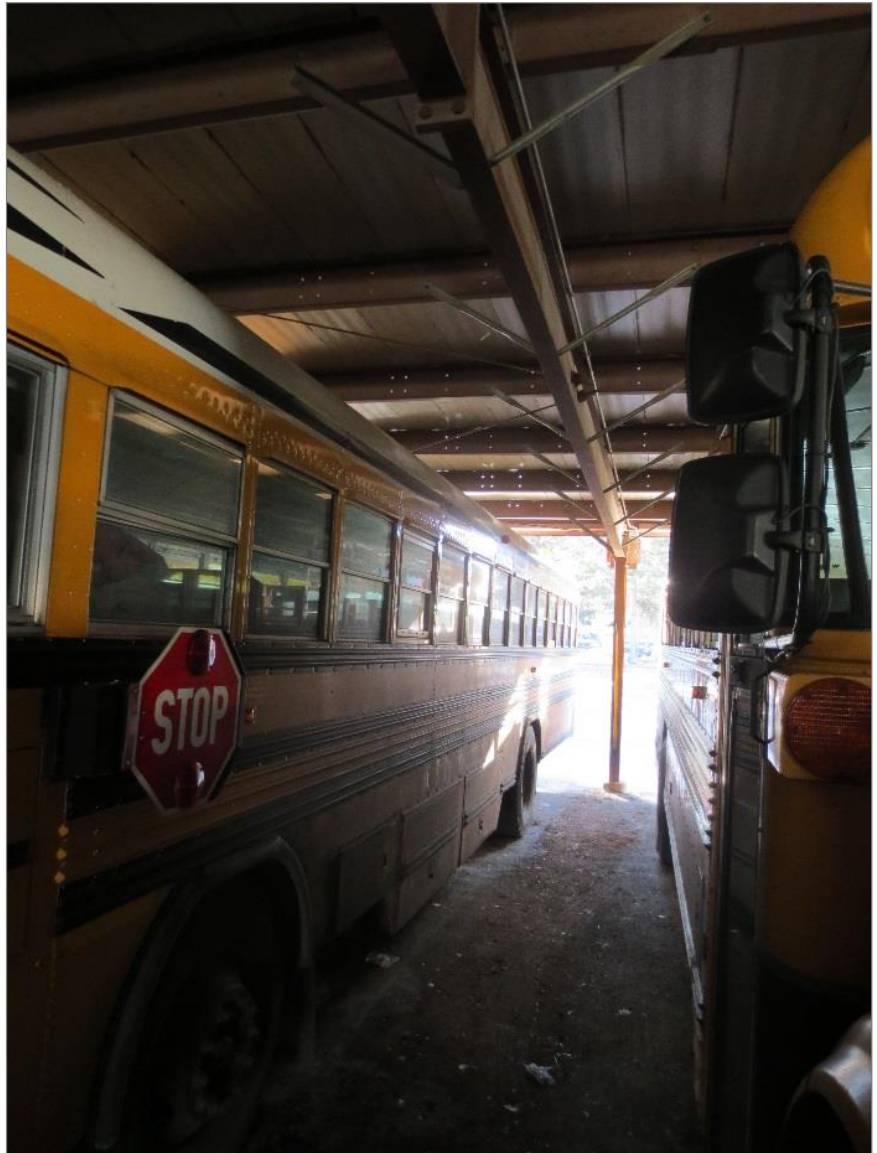


Figure 1.J - JSSC; Potholes in gravel under the Bus Canopy ice during the winter and create slipping hazards.



Transportation Maintenance

The Maintenance building (Figure 1.K) for the North Terminal, built in 1967, has expanded a couple of times. The maintenance operation is split between two buildings with the preventive maintenance bay (lube bay) located at the end of the covered bus parking. The main building has six repair bays with a machine tool shop, parts storeroom, manager office, break room (shared with the parts clerk), and restroom.

Safety is a concern in the Maintenance building. Tight workspaces with minimal clearances require technicians to improvise and make do with the existing working conditions (Figure 1.L). The proper bay size and equipment creates a safer and more efficient workplace.

When the building was constructed, the buses were not as large and is a contributing factor to compromising maintenance efficiency for bus maintenance. The following is a list of facility needs.

Facility Needs

- Additional bays to accommodate the growth in the fleet
- Repair bays need to be larger and have more headroom to lift buses. Current bays are 16 feet wide, 48 feet deep and 12 feet high
- Lifts or pits to maintain buses more efficiently

- Additional secure parts and tool storage space and work areas
- More distance in front of the repair bays for vehicle-turning radius into and around the building
- Improved heating, ventilating system, and insulation for an adequate work environment for maintenance technicians
- Vehicle exhaust system to meet OSHA requirements for health
- Dedicated chassis wash bay separated from the other building spaces
- Welding bay separated from other building spaces from adjacent work areas
- Women's locker room and restroom to meet current parity codes for equal facilities
- Increase natural lighting and more efficient light fixtures than florescent lighting
- Office space for manager and technicians
- Larger break room for staff

Figure 1.K - JSSC; Transportation Vehicle Maintenance Building



Figure 1.L - JSSC; Narrow Repair Bays create unsafe working conditions.



Bus Wash

The bus wash for the North Terminal is a touchless drive-thru bay attached the covered bus canopy that allows the cleaners to wash a bus in less than two minutes.

The bus wash exit faces north (Figure 1.M), which does not get much sun in the winter. As the buses exit the wash, water is dripping from the buses causing water to puddle on the asphalt and ice forms for unsafe driving conditions around the building.

Relocating the bus wash bay with a new system improves the safety and function of the wash operation. The following is a list of wash facility needs.

Facility Needs

- Current bus wash does not clean very well, only providing a rinse that leaves a film over bus surface
- Detail bays for cleaning interior of buses after getting exterior of bus washed

Figure 1.M - JSSC; Water running out of the Bus Wash ices during the winter and causes unsafe driving hazards.



Fuel Island

The fuel island (Figure 1.N) at the North Terminal is the main source of fuel for all of the District Vehicles and includes two aboveground tanks (one 10,000 gallon diesel and one 10,000 gallon unleaded) and two dispensers with two fueling positions on one island.

The major user is the Transportation Department to fuel the buses. Some of the challenges with the fuel island is the capacity to fuel multiple buses at one time. This causes congestion at the main gate to the JSSC from La Porte Avenue due to buses queuing to get fuel. The island configuration requires buses to access the island from the north and south causing further congestion. The following is a list of facility needs.

Facility Needs

- Relocate the fuel island away from the main entry to reduce stacking of buses. The fuel island should be included in a master plan for the North Terminal site.
- Provide additional fueling positions for buses in a singular direction circulation pattern
- Provide a canopy to protect the equipment and drivers when fueling the buses in inclement weather.

Figure 1.N - JSSC, Fuel Island at the North Terminal and main entry from La Porte Avenue



Reference Section Two
- Design Opportunities
for Option details.

North Terminal Design Opportunities

Reference Section Two - Design Opportunities for details on each of the design options listed below.

Option One: Construct a New Transportation Facility

The preferred option would be to construct a new transportation Facility. This option will provide the District a best long-term solution for Vehicle Maintenance and Transportation. A new structure can assure adequate repair bay size, could provide all Transportation Operations in a single building, and ensure adequate site circulation. Due to the availability and cost of property in Fort Collins, the JSSC may be the best alternative for a new facility.

Expanding the existing facility is not a viable option. Expansion of repair bays to the south is not possible because of the electrical utility easement. Expansion to the north will reduce existing parking. A building expansion will not solve the current repair bay deficiencies of low headroom, and narrow and short repair bays. Remodeling the current building to remedy existing repair bays will not be cost effective because of the structural changes required.

The best way to determine the correct location is to prepare a master plan for the JSSC to assess the future opportunities on the site. The following program summary (Table 1.A) identifies the facility requirements for a new North Terminal Transportation Facility. The program summary excludes the Covered Bus Shed because it does not need replacing, but possibly just expanded. In addition, PSDT is in the process of replacing the bus wash equipment so the bus wash bay will remain in place. The adjacent lube bay should be converted to an enclosed wash bay to detail clean the busses. Drawing Concept A (Exhibit 1.A and Exhibit 1.B) for the North Terminal Transportation Facility tests how the program requirements may fit at the JSSC. A design effort to master plan this facility's best location on the concept floor plans is recommended as a next step with the design process. A detail of all the space requirements is provided in Appendix A - (North Bus Terminal Space Needs Program)

Table 1.A - North Terminal Program Summary

North Terminal New Transportation Facility Space Needs Program Summary		
Building Areas		(Square Feet)
Total Administration		11,415
Total Vehicle Maintenance		22,550
Total Wash Facility		0
Total Building Areas		33,965
Exterior Areas		
Total Exterior Areas		61,333
Total All Exterior Areas		61,333
Subtotal All Areas		95,298
Site Circulation Factor (includes setbacks, landscaping, etc.)	75%	71,473
GRAND TOTAL FOR ALL AREAS		166,771
ACRES		3.83

Reference Section Two
- Design Opportunities
for Option details.

Option Two: Bus Parking Shed Improvements

Make improvements to the Bus Parking Shed to accommodate additional buses and a safer environment for the bus drivers while they are pre-tripping their buses for service. Provide the following for the Bus Parking Shed Improvements:

- Provide asphalt paving under the bus parking shed. The existing pavement under the Bus Parking Shed is gravel and during the winter, they create large mud and ice puddles causing unsafe conditions.
- Upgrade the lighting under the canopy. Current lighting under the canopy is minimal and drivers need to use flashlights to do their morning inspections.
- Provide electrical cords on reels from canopy to the buses. Cords for engine block heating are laying across the ground and damaged, misplaced, and cause tripping hazards.
- Raise the structure to get taller busses under the roof.

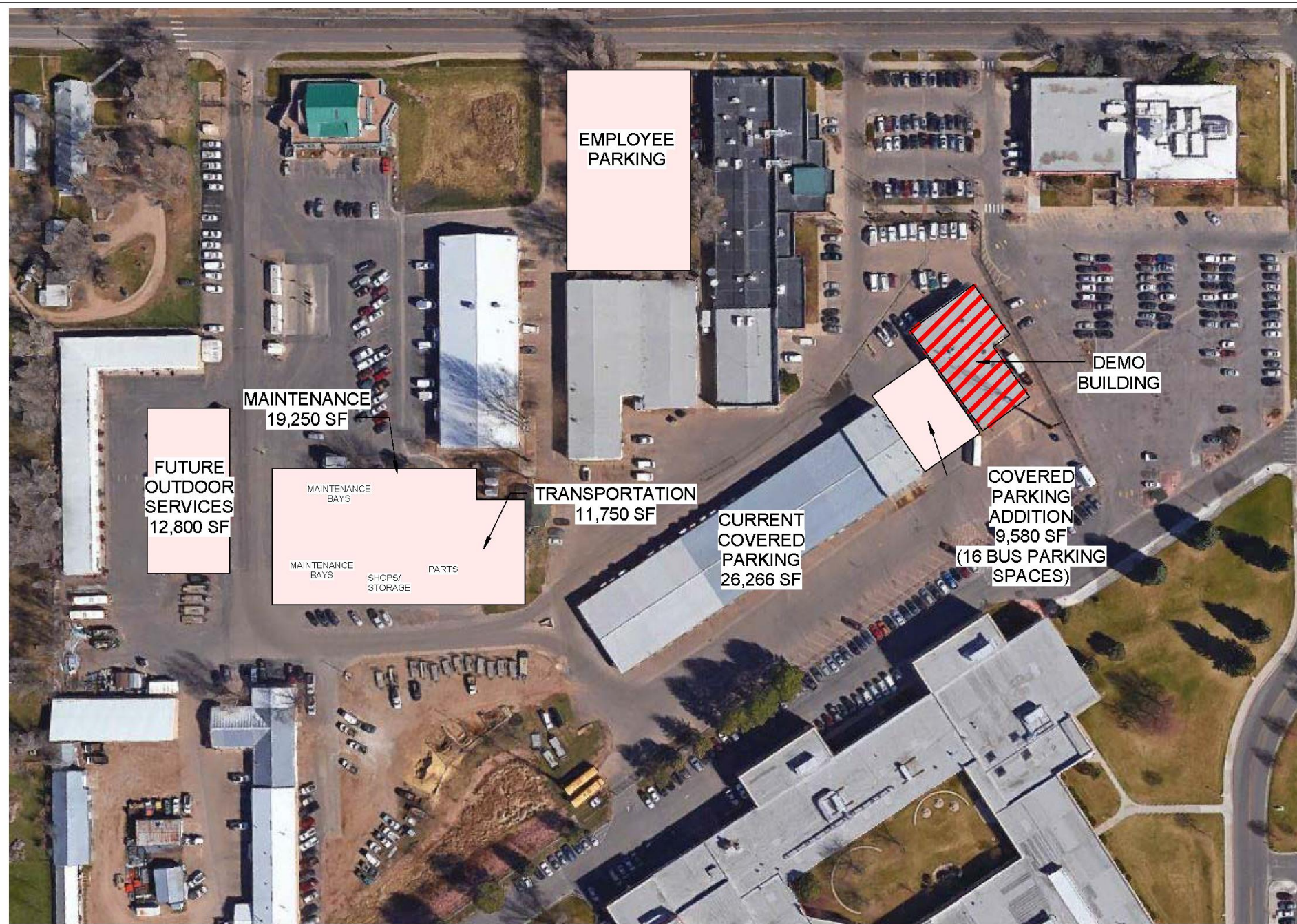
Option Three: Covered Bus Parking

Provide covered bus parking for 18 buses near the entry drive from La Porte Avenue. Provide the following for the new covered bus parking:

- Provide a covered bus canopy to shelter 18 buses.

- Drive-through stalls with electrical plug-ins on reels from the structure above are preferred

Exhibit 1.A - Concept Site Plan



POUDRE SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT
JOHANNSEN SUPPORT SERVICE CENTER

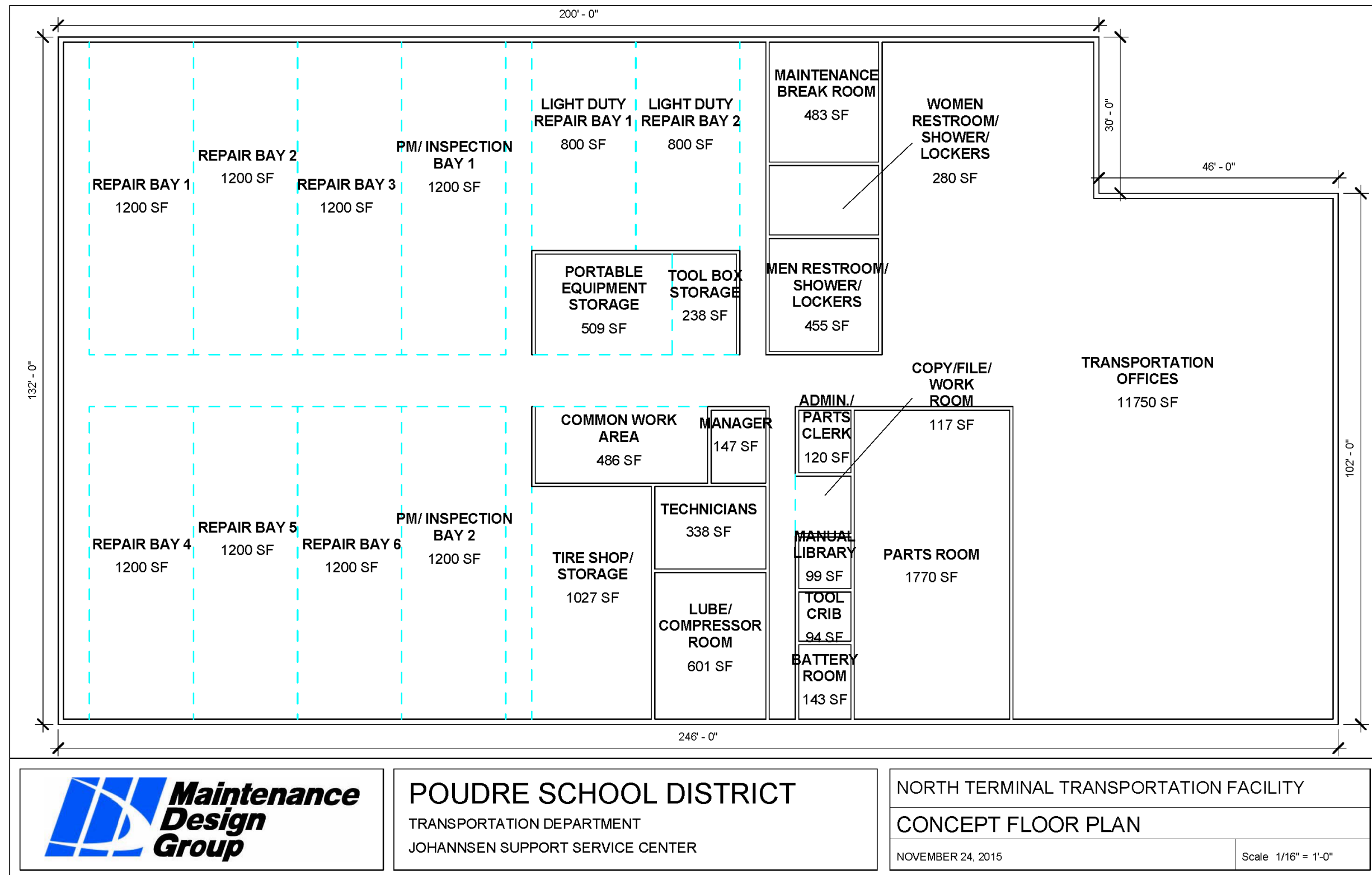
NORTH TERMINAL TRANSPORTATION FACILITY

CONCEPT SITE PLAN

NOVEMBER 24, 2015

Scale 1" = 100'-0"

Exhibit 1.B - Concept Floor Plan



POUDRE SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT
JOHANNSEN SUPPORT SERVICE CENTER

NORTH TERMINAL TRANSPORTATION FACILITY
CONCEPT FLOOR PLAN

NOVEMBER 24, 2015

Scale 1/16" = 1'-0"

South Terminal General Findings

Driver Operations

The Driver Operations building serves as the main building for staff at the South Terminal Facility. The building includes a driver's lounge, with mailboxes, kitchenette, restrooms, supervisor offices, dispatch office, and a training room that holds about 12 to 15 people. The Operations building for the South Terminal (Figure 1.O) built in the 1990's, is operating at the full capacity of the site. The facility is landlocked and provides minimal room for growth. The following is a list of facility needs.

Facility Needs

- Heated vestibules at the building entrance and exit for drivers
- Additional employee parking to accommodate staff during training sessions

Figure 1.O - South Terminal Transportation Operations Building



Bus Parking

A covered metal building (Figure 1.P - Figure 1.Q) provides the bus parking at the South Terminal. The parking configuration, built in the most efficient manner, is ideal for buses. However, there is no room for additional buses. The following is a list of facility needs.

Facility Needs

- Additional covered bus parking to accommodate the growth in the bus fleet
- There is some opportunity to expand to the west for an additional canopy for buses to park

Figure 1.P - South Terminal drive aisle between the two bus canopies



Figure 1.Q - South Terminal; CDL Training between the Bus Canopies are a risk of new Drivers backing into parked buses.



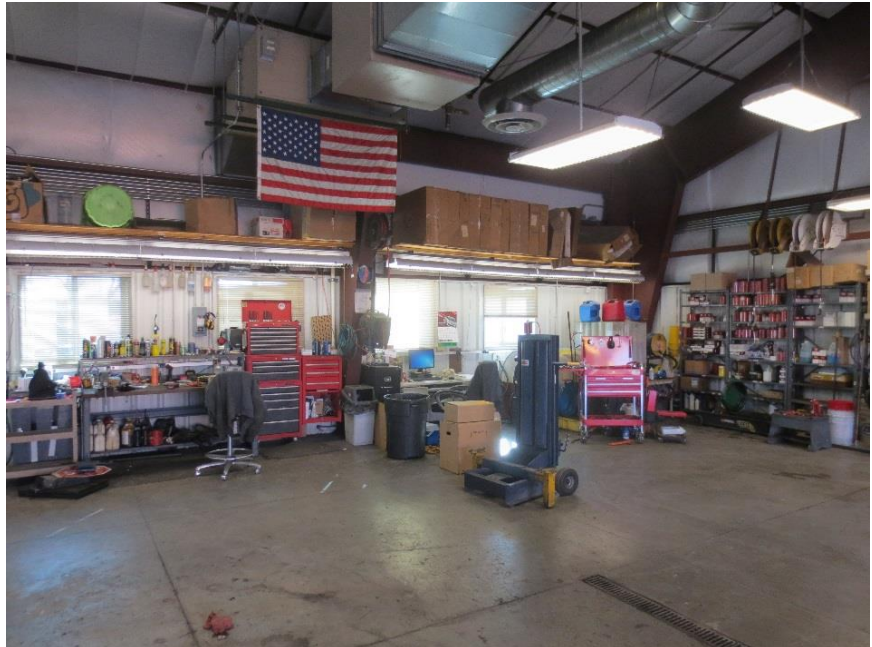
Transportation Maintenance

The Maintenance Facility built for the South Terminal (Figure 1.R) in the 1990's is operating at the full capacity of the site. The building includes two bus repair bays, parts/tool storage, restroom, and office. The facility is landlocked and provides minimal room for growth. The following is a list of facility needs.

Facility Needs

- Another repair bay with a lift to provide preventive maintenance on buses
- A enclosed wash bay to detail and clean buses
- Additional storage for bulk fluids, which would provide more work space in the shop

Figure 1.R - South Terminal Bus Maintenance Facility Repair Bays



Fuel/Wash

The South Terminal is a neighbor of Transfort (the public transit operation for Fort Collins and the surrounding area). Because of their proximity, Transfort allows PSDT the use of the fuel facility and bus wash. Transfort has grown significantly and PSDT's use of their fuel and wash is not a priority and now an inconvenience.

PSDT needs a fuel and wash facility to efficiently operate the buses from the South Terminal. However, there is not room on the site to accommodate this function. A solution would be to utilize the unused

Reference Section Two
- Design Opportunities
for Option details.

corner of the property to squeeze in a fuel and wash facility. A second option would be to place the bus wash at the south end of the west covered bus parking and to locate the fuel island at the south end of the east covered bus parking. This would displace a minimum of 12 bus parking stalls.

South Terminal Design Opportunities

Reference Section Two - Design Opportunities for details on each of the design options listed below.

Option Four: Bus Parking

Expand the Bus Parking at the South Terminal by 16 buses by building a shed at the west end of the property. Since the shed is at the edge of the property, buses will not be able to pull through.

Option Five: Bus Maintenance Addition

Expand the Bus Maintenance Building at the South Terminal by adding a third repair bay and relocating the wash bay. The building would be expanded one bay to the south where the wash pad is currently located and the wash pad relocated to the south of the expanded building. In addition, a lubrication room added to the east side of the building provides a more efficient workspace in the shop.

Option Six: Entry Doors

Improve the entry doors and signage at the South Terminal by constructing vestibules at each entry door for staff and provide directional signage for visitors on the site. During the winter, cold air permeates the building due to the frequent staff traffic in and out during peak service times.

Option Seven: Terminal Employee Parking

Expand the employee parking at the South Terminal by constructing parking stalls on the landscape areas on the north and south edges of the property.

Option Eight: Fuel and Wash

Construct fuel and wash facilities at the south end of both covered bus sheds.

Wellington General Findings

Transportation Operations

There is not a dedicated Operations Facility in the Town of Wellington. Currently all of the bus drivers that operate at this location work out of the teacher's lounge at Eyestone Elementary School. Thirteen buses are parking at Eyestone Elementary in Wellington along an access road behind the north side of the school (Figure 1.S). The following is a growing list of facility needs.

Facility Needs

- Improve security with lighting and gates at east and west side of the access road
- Drivers' lounge for the drivers to report, take a break and use the restroom
- Covered canopies and cord reels to protect the buses from inclement weather and provide power to heat the engines.
- Maintenance bay to maintain buses without having to deadhead the buses back to the North Terminal

Figure 1.S - Unsecure and uncovered bus parking at Eyestone Elementary



Wellington Design Opportunities

Reference Section Two - Design Opportunities for details on each of the design options listed below.

Reference Section Two
- Design Opportunities
for Option details.

Option Nine: Security Gates and Lighting

Improvements to the Eyestone Elementary School site for bus security and safety are an immediate need. The site needs gates at the west and east end of the access road to protect the buses from vandalism and people entering the bus. Lighting and power to plug buses in to heat the engine blocks are also recommended.

Option Ten: Satellite Transportation Terminal

Construct a new Satellite Transportation Terminal between Fort Collins and Wellington on the Cherry Hills or Mountain Vista property owned by the Poudre School District. The facility should include a small operations area for drivers, a maintenance bay to do minor repairs, bus detail bay to clean buses, and a Bus Parking Shed to protect the buses from inclement weather. In addition, the site has the capability of accommodating a two-acre CDL bus driver training course.

The facility requirements for a new Wellington Satellite Transportation Terminal Facility are identified in the following program summary (Table 1.B). A detail of all the space requirements is provided in Appendix B - (Wellington Bus Terminal Space Needs Program)

Table 1.B: Wellington Program Summary

Wellington Satellite Transportation Terminal Space Needs Program Summary		
Building Areas		(Square Feet)
Total Operations		5,200
Total Maintenance		5,033
Total Wash Facility		1,840
Total Bus Parking		9,936
Total Building Areas		22,009
Exterior Areas		
Total Exterior Areas		11,555
Total CDL Course		100,000
Total All Exterior Areas		111,555
Subtotal All Areas		133,564
Site Circulation Factor (includes setbacks, landscaping, etc.)	75%	100,173
GRAND TOTAL FOR ALL AREAS		233,736
ACRES		5.37

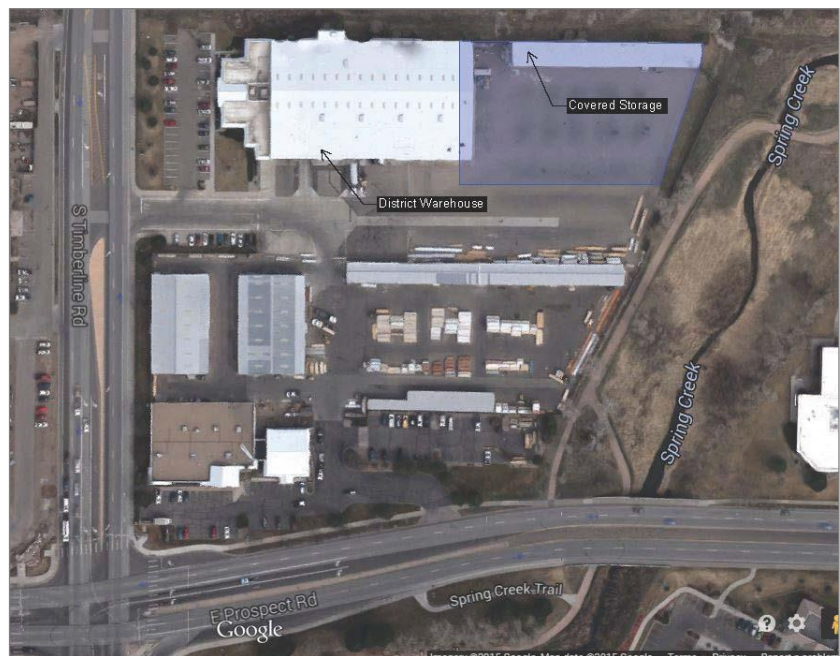
Proposed Satellite Transportation Location

Transportation Operations

The District Warehouse provides supplies to the whole District. Within the warehouse there is some offices and support areas including a break room and restrooms among the large storage facility. In addition, behind the warehouse there is a tall covered storage building and an open storage yard that is leased to the neighboring business to store and off-load material (Figure 1.T).

This is a great location operationally to minimize deadhead mileage on several routes for Transportation Operations. About twelve buses from the North and South Terminal would relocate here to help free up space at the other Terminals. This site would store and dispatch buses as a satellite facility; no maintenance performed at this location.

Figure 1.T - District Warehouse Covered Storage (Future Bus Parking)



Reference Section Two
- Design Opportunities
for Option details.

Satellite Transportation Location Design Opportunities

Reference Section Two - Design Opportunities for details on each of the design options listed below.

Option Eleven: Warehouse Bus Parking Shed

An opportunity exists to dispatch between five to eight buses from this location with minimal infrastructure required. The following are the requirements to get a Satellite Transportation Terminal operation running at the Poudre School District Warehouse:

- The site will require improvement to security and lighting
- Existing building may be utilized for driver's area and restrooms can be shared with warehouse staff
- There is no electricity at the warehouse canopy and plugs for eight buses are needed
- Five to eight buses can park here. This is a mix of north and south fleet
- Five to eight parking spaces for drivers' personal vehicles

Section Two

Design Opportunities

Design Option
One

North Terminal Construct a New Transportation Facility

Project Details

Master plan the Johnson Support Service Center (JSSC) to determine the best location for a New Transportation Facility. The new facility will be one building including Transportation Administration, Operations, and Maintenance. In addition, there will be a new bus wash and new parking area for the Transportation employees.

Assumptions

- The District offices relocate to another site
- Master plan of the JSSC site is completed

Impact

Expected Benefits/Positive Impact

- New modern and right-sized facility to maintain the buses into the future
- Energy efficient and sustainable buildings
- Better communication between all Transportation Departments

Trade-offs/Negative Impact

- Would have to wait until the District offices move off the JSSC

Preliminary Cost Estimate

PSDT North Terminal New Transportation Facility Budget				December 11, 2015
Building Space	Area	Cost	Total	Notes
Transportation Admin/Ops	11,415 sf	\$250 sf =	\$2,853,750	Steel Framed Structure
Transportation Maintenance	22,550 sf	\$250 sf =	\$5,637,500	Includes equipment at \$45/sf
Remodel Lube Bay	2,000 sf	\$100 sf =	\$200,000	Use Bay for detail cleaning
Site Work	61,333 sf	\$15 sf =	\$919,995	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$9,611,245	
		Contingency	\$961,125	10% at Concept Design
		Contractor Costs	\$1,585,855	15% Profit and Overhead
		Hard Cost Total	\$12,158,225	
Total Design Team Fees			\$1,057,237	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$52,862	5% of Design Fees, Printing, Permitting, CA, etc.
FF&E	11,415	\$10 sf	\$114,150	Workstations, Furniture, Storage, etc.
Permitting and Fees			\$96,112	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$1,215,822	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$2,536,184	
			TOTAL COSTS	\$14,694,409

ls = lump sum; sf = square foot

Design Option
Two

North Terminal Bus Parking Shed Improvements

Project Details

- Provide asphalt paving under the Bus Parking Shed. The existing pavement under the Bus Parking Shed is gravel and during the winter, creating large mud and ice puddles causing unsafe conditions.
- Upgrade the lighting under the canopy. Current lighting under the canopy is minimal and drivers need to use flashlights to do their morning inspections.
- Provide electrical cords on reels from canopy to the buses. Cords for engine block heating are laying across the ground and are damaged, misplaced, and cause tripping hazards.
- Raise the structure to get taller busses under the roof by providing taller concrete footings at each column.

Assumptions

- Providing a safe and functionally efficient covered bus parking at the North Terminal is a high priority

Impact

Expected Benefits/Positive Impact

- Additional covered bus parking to shelter from the snow and ice in the winter months
- More clearance for taller busses

Trade-offs/Negative Impact

- Construction may cause disruption to the bus operation

Preliminary Cost Estimate

PSDT North Terminal Bus Parking Shed Improvements Budget				December 11, 2015
Building Space	Amount	Cost	Total	Notes
Raise Structure	72 cy	\$350 sf =	\$25,200	51 Concrete footings 60" @ 2' diameter
Shed Lighting	1 ls	\$39,000 sf =	\$39,000	LED Fixtures between each bus
Electric Cord Reels	52 ls	\$1,200 sf =	\$62,400	Hung from structure
Asphalt Paving Under Shed	25,200 sf	\$8 sf =	\$201,600	Grading, pavement, drainage
		Subtotal	\$328,200	
		Contingency	\$32,820	10% at Concept Design
		Contractor Costs	\$54,153	15% Profit and Overhead
		Hard Cost Total	\$415,173	
Total Design Team Fees			\$36,102	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$1,805	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$3,282	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$41,517	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$82,706	
		TOTAL COSTS	\$497,879	

ls = lump sum; sf = square foot

Design Option
Three

North Terminal Covered Bus Parking

Project Details

Provide covered bus parking for 18 buses near the entry drive from La Porte. The buses are currently parked on a diagonal and not able to pull through the parking stalls, because there a concrete barriers supporting the electric plug-ins to keep the buses warm during the winter.

Assumptions

- Providing covered bus parking at the North Terminal is a high priority
- This location for a bus shed would be temporary. Should consider a site master plan to determine the best location for all bus parking
- Provide electrical cords, hanging from the structure for engine block heaters

Impact

Expected Benefits/Positive Impact

- Additional covered bus parking to shelter from the snow and ice in the winter months

Trade-offs/Negative Impact

- The location of the covered Bus Shed Parking is not ideal because buses back into the main access drive to the facility
- The location of these buses is not with the majority of the buses parked on site. It would be better to collocate the buses with the other bus shed on the site
- Construction may cause disruption to the main facility access road

Preliminary Cost Estimate

PSDT North Terminal Covered Bus Parking Budget				July 1, 2015
Building Space	Amount	Cost	Total	Notes
Covered Bus Shed	10,125 sf	\$60 sf =	\$607,500	No walls or doors
Site Work	6,800 sf	\$10 sf =	\$68,000	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$675,500	
		Contingency	\$67,550	10% at Concept Design
		Contractor Costs	\$111,458	15% Profit and Overhead
		Hard Cost Total	\$854,508	
Total Design Team Fees			\$74,305	10% of Hardcost Subtotal + Contingency
Design Expenses			\$3,715	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$6,755	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$85,451	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$170,226	
		TOTAL COSTS	\$1,024,734	

ls = lump sum; sf = square foot

Design Option
Four

South Terminal Bus Parking

Project Details

Expand the bus parking at the South Terminal by 16 buses by building a shed at the west end of the property. Since the shed is at the edge of the property, buses will not be able to pull through.

Assumptions

- Providing covered bus parking at the South Terminal is a high priority
- The shorter buses will be parked under the new shed

Impact

Expected Benefits/Positive Impact

- Additional covered bus parking

Trade-offs/Negative Impact

- A large retaining wall will need to be constructed
- Proximity of the building to the neighboring property
- Will impact the CDL training course at the South Terminal

Preliminary Cost Estimate

PSDT South Terminal Bus Parking Budget				July 1, 2015
Building Space	Amount	Cost	Total	Notes
Covered Bus Shed	8,000 sf	\$60 sf =	\$480,000	No walls or doors
Retaining Wall	200 lf	\$275 lf =	\$55,000	Eight feet high retaining wall
Site Work	7,000 sf	\$10 sf =	\$70,000	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$605,000	
		Contingency	\$60,500	10% at Concept Design
		Contractor Costs	\$99,825	15% Profit and Overhead
		Hard Cost Total	\$765,325	
Total Design Team Fees			\$66,550	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$3,328	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$6,050	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$76,533	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$152,460	
		TOTAL COSTS	\$917,785	

ls = lump sum; sf = square foot

Design Option
Five

South Terminal Bus Maintenance Addition

Project Details

Expand the Bus Maintenance Building at the South Terminal by adding a third repair bay and relocating the wash bay. The building would be expanded one bay to the south where the wash pad is currently located and the wash pad relocated to the south of the expanded building. In addition, a lubrication room added to the east side of the building provides a more efficient workspace in the shop.

Assumptions

- Providing another bay with a bus lift is a high priority

Expected Benefits/Positive Impact

- More capacity to maintain the bus fleet at the South Terminal eliminating the need to deadhead buses to the North Terminal
- More efficient work areas in the shop

Trade-offs/Negative Impact

- Reduce the landscaped on the site

Preliminary Cost Estimate

PSDT South Terminal Bus Maintenance Addition Budget					December 11, 2015
Building Space	Area	Cost	Total	Notes	
Transportation Maintenance	2,000 sf	\$250 sf =	\$500,000	Includes equipment at \$45/sf	
Bus Wash	1,200 sf	\$200 sf =	\$240,000	Detail cleaning bay	
Site Work	3,200 sf	\$10 sf =	\$32,000	Grading, pavement, drainage, curb and gutter, landscaping	
		Subtotal	\$772,000		
		Contingency	\$77,200	10% at Concept Design	
		Contractor Costs	\$127,380	15% Profit and Overhead	
		Hard Cost Total	\$976,580		
Total Design Team Fees			\$84,920	10% of Hardcost Subtotal plus Contingency	
Design Expenses			\$4,246	5% of Design Fees, Printing, Permitting, CA, etc.	
Permitting and Fees			\$7,720	1% of Construction Estimate City of Fort Collins Fees	
Owner Construction Contingency			\$97,658	5% for Unforeseen Conditions, Owner Changes, etc.	
		Soft Costs Total	\$194,544		
			TOTAL COSTS	\$1,171,124	

ls = lump sum; sf = square foot

Design Option
Six

South Terminal Entry Doors

Project Details

Improve the entry doors and signage at the South Terminal by constructing vestibules at each entry door for staff and provide directional signage for visitors on the site. During the winter, cold air permeates the building due to the frequent staff traffic in and out during peak service times.

Assumptions

- The new vestibule spaces will meet the ADA code

Impact

Expected Benefits/Positive Impact

- Increased energy savings and better comfort for the staff
- Visitors will not have to ask for directions or enter unsafe areas of the site

Trade-offs/Negative Impact

- Additional doors that may need maintenance

Preliminary Cost Estimate

PSDT South Terminal Entry Doors Budget				December 11, 2015
Building Space	Area	Cost	Total	Notes
Transportation Office Upgrades Phase 1	1 ls	\$71,500 sf =	\$71,500	Building a vestibule at south door
Transportation Office Upgrades Phase 2	1 ls	\$33,000 sf =	\$33,000	Building a vestibule at west door
		Subtotal	\$104,500	
		Contingency	\$10,450	10% at Concept Design
		Contractor Costs	\$17,243	15% Profit and Overhead
		Hard Cost Total	\$132,193	
Total Design Team Fees			\$11,495	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$575	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$1,045	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$13,219	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$26,334	
		TOTAL COSTS	\$158,527	

ls = lump sum; sf = square foot

Design Opportunity
Seven

South Terminal Employee Parking

Project Details

Expand the employee parking at the South Terminal by constructing parking stalls on the landscape areas on the north and south edges of the property.

Assumptions

- These spaces will only be used during training events
- The District is okay with assuming any possible risk of a bus hitting a parked employee vehicle

Impact

Expected Benefits/Positive Impact

- Additional employee parking to accommodate drivers during training events

Trade-offs/Negative Impact

- Lose some of the landscape area and creating more pavement
- Locating employee parking in areas where there is bus traffic
- Employee vehicles will be parked in areas that buses are traveling

Preliminary Cost Estimate

PSDT South Terminal Employee Parking Budget				July 1, 2015
Building Space	Area	Cost	Total	Notes
Site Work	4,000 sf	\$10 sf =	\$40,000	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$40,000	
		Contingency	\$4,000	10% at Concept Design
		Contractor Costs	\$6,600	15% Profit and Overhead
		<i>Hard Cost Total</i>	<i>\$50,600</i>	
Total Design Team Fees			\$4,400	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$220	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$400	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$5,060	5% for Unforeseen Conditions, Owner Changes, etc.
		<i>Soft Costs Total</i>	<i>\$10,080</i>	
		TOTAL COSTS	\$60,680	

ls = lump sum; sf = square foot

Design Opportunity
Eight

South Terminal Fuel and Wash

Project Details

PSDT needs a fuel and wash facility to efficiently operate the buses from the South Terminal. However, there is not room on the site to accommodate this function. One solution would be to utilize the unused corner of the property to squeeze in a fuel and wash facility. However, a more likely option would be to place the bus wash at the south end of the west covered bus parking and to locate the fuel island at the south end of the east covered bus parking. This would displace a minimum of 12 bus parking stalls.

Assumptions

- That 12 buses could be relocated to another terminal

Impact

Expected Benefits/Positive Impact

- PSDT would not have to pay TransFort for the use of their bus wash and fuel facilities
- The convenience of fueling and washing without conflict for sharing TransFort's facilities

Trade-offs/Negative Impact

- 12 buses would have to be relocated to another terminal
- PSDT will have to monitor, control, and maintain another fuel facility

Preliminary Cost Estimate

PSDT South Terminal Fuel/Wash Facility Budget				December 11, 2015
Building Space	Area	Cost	Total	Notes
Bus Wash	2,400 sf	\$300 sf =	\$720,000	Automated Bus Wash
Fuel Island	1 Is	\$250,000 sf =	\$250,000	10,000 Gallon AST Diesel tank
Site Work	5,000 sf	\$10 sf =	\$50,000	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$1,020,000	
		Contingency	\$102,000	10% at Concept Design
		Contractor Costs	\$168,300	15% Profit and Overhead
		<i>Hard Cost Total</i>	<i>\$1,290,300</i>	
Total Design Team Fees			\$112,200	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$5,610	5% of Design Fees, Printing, Permitting, CA, etc.
FF&E	5,200	\$10 sf	\$52,000	Workstations, Furniture, Storage, etc.
Permitting and Fees			\$10,200	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$129,030	5% for Unforeseen Conditions, Owner Changes, etc.
		<i>Soft Costs Total</i>	<i>\$309,040</i>	
		TOTAL COSTS	\$1,599,340	

Is = lump sum; sf = square foot

Design Opportunity
Nine

Wellington Security Gates and Lighting

Project Details

Improvements to the Eyestone Elementary School site for bus security and safety are an immediate need. The site needs gates at the west and east end of the access road to protect the buses from vandalism and people entering the bus. Lighting and power to plug buses in to heat the engine blocks is also recommended.

Assumptions

- Gates can be used close off the access road behind the facility
- Electrical service is available from the building to supply the power to the lights and gates

Impact

Expected Benefits/Positive Impact

- Safer for drivers to do pre-trips
- Security for buses to protect from vandalism

Trade-offs/Negative Impact

- Would potentially close the access road behind the school

Preliminary Cost Estimate

PSDT Wellington Security Gates and Lighting Budget				July 1, 2015
Building Space	Area	Cost	Total	Notes
Gates	2 ls	\$16,000 sf =	\$32,000	Automated sliding gates (2) with operator
Lighting/Electrical Outlets	7 ls	\$4,900 sf =	\$34,300	22.5' high poles (7), conduit and outlets for block heaters
New Electrical Panel	1 ls	\$10,000 sf =	\$10,000	Electrical panel information unknown
		Subtotal	\$76,300	
		Contingency	\$7,630	10% at Concept Design
		Contractor Costs	\$12,590	15% Profit and Overhead
		<i>Hard Cost Total</i>	\$96,520	
Total Design Team Fees			\$8,393	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$420	5% of Design Fees, Printing, Permitting, CA, etc.
Permitting and Fees			\$763	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$9,652	5% for Unforeseen Conditions, Owner Changes, etc.
		<i>Soft Costs Total</i>	\$19,228	
TOTAL COSTS			\$115,747	

ls = lump sum; sf = square foot

Design Opportunity
Ten

Wellington Construct a New Satellite Transportation Terminal

Project Details

Construct a new Satellite Transportation Terminal between Fort Collins and Wellington on the Middle School/High School property owned by the District. The facility should include a small operations area for drivers, a maintenance bay to do minor repairs, bus detail bay to clean buses, fuel island, and bus parking shed to protect the buses from inclement weather. In addition, the site has the capability of accommodating a two-acre CDL bus driver training course.

Assumptions

- The Cherry Hills site is available for construction

Impact

Expected Benefits/Positive Impact

- New Terminal to dispatch buses to the north end of the District
- Buses will not have to deadhead back to Fort Collins for maintenance or fueling
- A CDL course for training, and potentially other agencies

Trade-offs/Negative Impact

- Would require additional supervision and staff to dispatch from this location

Preliminary Cost Estimate

PSDT Wellington Satellite Transportation Terminal Budget				December 11, 2015
Building Space	Area	Cost	Total	Notes
Transportation Admin/Ops	5,200 sf	\$250 sf =	\$1,300,000	Steel Framed Structure
Transportation Maintenance	5,033 sf	\$250 sf =	\$1,258,250	Includes equipment at \$45/sf
Bus Wash	1,840 sf	\$200 sf =	\$368,000	
Fuel Island	1 Is	\$250,000 sf =	\$250,000	10,000 Gallon AST Diesel tank
Site Work	9,005 sf	\$10 sf =	\$90,050	Grading, pavement, drainage, curb and gutter, landscaping
CDL Course	100,000 sf	\$8 sf =	\$800,000	Grading, pavement, drainage, curb and gutter, landscaping
		Subtotal	\$4,066,300	
		Contingency	\$406,630	10% at Concept Design
		Contractor Costs	\$670,940	15% Profit and Overhead
		Hard Cost Total	\$5,143,870	
Total Design Team Fees			\$447,293	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$22,365	5% of Design Fees, Printing, Permitting, CA, etc.
FF&E	5,200	\$10 sf	\$52,000	Workstations, Furniture, Storage, etc.
Permitting and Fees			\$40,663	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$514,387	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$1,076,708	
		TOTAL COSTS	\$6,220,577	

Is = lump sum; sf = square foot

Design Opportunity
Eleven

Warehouse Bus Parking Shed

Project Details

An opportunity exists to dispatch between five to eight buses from this location with minimal infrastructure required. The following are the requirements to get a Satellite Transportation Terminal operation running at the Poudre School District Warehouse:

- The site will require improvement to security and lighting
- There is no electricity at the warehouse canopy and plugs for eight buses are needed

Assumptions

- Additional supervisory staff will be required (two workstations)
- Share building space for drivers with the warehouse staff
- Mechanic will have a service truck on site in the morning
- Five to eight parking spaces are available for personal vehicles

Impact

Expected Benefits/Positive Impact

- Additional covered bus parking would provide relief from the North and South Terminals

Trade-offs/Negative Impact

- Would require additional supervision to dispatch from this location
- Sharing facilities with the District Warehouse
- Maintenance staff is not located on the site if there were a mechanical issue with a bus

Preliminary Cost Estimate

PSDT Warehouse Bus Parking Shed Budget				July 1, 2015
Building Space	Area	Cost	Total	Notes
Shed Lighting	1 ls	\$9,000 sf =	\$9,000	LED Fixtures between each bus
Electric Cord Reels	8 ls	\$1,200 sf =	\$9,600	Hung from structure
Tenant Finish	300 sf	\$75 sf =	\$22,500	Modifications to Warehouse for Transportation office
		Subtotal	\$41,100	
		Contingency	\$4,110	10% at Concept Design
		Contractor Costs	\$6,782	15% Profit and Overhead
		Hard Cost Total	\$51,992	
Total Design Team Fees			\$4,521	10% of Hardcost Subtotal plus Contingency
Design Expenses			\$226	5% of Design Fees, Printing, Permitting, CA, etc.
FF&E	300	\$10 sf	\$3,000	Workstations, Furniture, Storage, etc.
Permitting and Fees			\$411	1% of Construction Estimate City of Fort Collins Fees
Owner Construction Contingency			\$5,199	5% for Unforeseen Conditions, Owner Changes, etc.
		Soft Costs Total	\$13,357	
TOTAL COSTS			\$65,349	

Appendix A
North Terminal New
Transportation Facility
Space Needs Program

**North Terminal New Transportation Facility
Space Name**

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

ADMINISTRATION
Office Areas
Director of Transportation
Assistant Director of Transportation
Office Manager
Transportation Planner
Trainer
Reception/ Office/ Workstation
Copy/ Supply Storage/ Work Room
General Storage Room
Conference Room - Medium
Coffee Bar/ Break Area

12	x	20	1		240
12	x	15	1		180
8	x	10	1		80
8	x	10	2		160
8	x	10	1		80
			1		200
					150
					150
					300
					50
			7		1,590

Private Office, with 4 person conference table
Private Office
Open workstation
Open workstation
Open workstation
Includes a 6 x 6 Workstation
12 People
Office Areas Subtotal

**North Terminal New Transportation Facility
Space Name**

Master Plan Program				
Space Standard	Qty.		Area (SF)	
	Staff	Space		

Remarks

TRANSPORTATION FACILITY

Dispatch & Driver Areas	
Dispatch Center	
Transportation Supervisors	
Dispatch Vestibule	
Lost and Found Storage Room	
Radio Storage	
Driver Mailboxes	
Driver's Lounge	
Kitchenette/Vending	
Quiet Room	
TV Viewing Alcove	
Driver's Locker Alcove	
Men's Restroom/Showers	
Women's' Restroom/Showers	
Fitness Room	

6	x	8	5	3	144
8	x	8	2		128
10	x	15		1	150
					100
					100
					100
					1,400
					300
					300
					300
4	x	1	180	200	800
					650
					650
					500
			187		5,622

3 workstations in the Dispatch Center
Workstations in Shared Office
10" x 12" x 3" stacked slots mounted in the wall
70 people at tables (8 computer terminals)
2 Vending, 2 fridges, 2 microwaves, sink
Lounge chairs for resting between shifts
1/2 height lockers
4 urinals, 4 toilets, 4 sinks, 1 shower
8 toilets, 4 sinks, 1 shower
Dispatch & Driver Areas

**North Terminal New Transportation Facility
Space Name**

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

Space Name	Space Standard	Staff Qty.	Space Qty.	Area (SF)	Remarks
Training Center					
Training Room				800	20 people (dividable)
Table and Chair Storage				250	
Training Aid Storage				150	
		0		1,200	Training Center
Support Areas					
IT/Network Systems Room				120	Phone and data systems
Custodial Supply Storage				100	Mop sink, mobile cleaning cart, storage rack
Mechanical Room				300	
Electrical Room				200	Switch Gear
				720	Support Areas Subtotal
Subtotal		194		9,132	
Circulation Factor (includes Circ, MEP, Struct)	25%			2,283	

**North Terminal New Transportation Facility
Space Name**

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

Total Administration
VEHICLE MAINTENANCE
Office Areas
Maintenance Manager
Maintenance Technicians
Administrative Assistant/Parts Clerk
Manual Library
Copy/File/ Work Room
Uniform Lockers
Men's Restroom/ Shower/ Lockers
Women's Restroom/ Shower/ Lockers
Maintenance Break Room

	194		11,415
12 x 12	1		144
6 x 8	8		384
10 x 12	1		120
			100
			150
			50
			450
			250
			450
	10		2,098

Private Office
Shared Office
Private Office
2 urinals, 2 toilets, 2 sinks, 1 shower (10 lockers and changing area)
1 toilet, 1 sink, 1 shower (2 lockers and changing area)
Support Areas Subtotal

North Terminal New Transportation Facility
Space Name

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

Parts Room
Parts Counter
Parts Storage Areas
Subtotal
Circulation Factor (includes Circ, MEP, Struct)
Total Vehicle Maintenance

			200
			1,200
	0		1,400
			18,040
25%			4,510
	10		22,550

Support Shops Subtotal

North Terminal New Transportation Facility
Space Name

Master Plan Program				
Space Standard	Qty.		Area (SF)	
	Staff	Space		

Remarks

TRANSPORTATION FACILITY

WASH FACILITY	
Bus Washer	
Vehicle Washers	
Detail Clean Area	
Subtotal	
Circulation Factor (includes Circ, MEP, Struct)	
Total Wash Facility	

20	x	95		0	0
20	x	60		0	0
					0
15%					0
					0

Replacing the current bus wash equipment (Reuse Existing Bay)
Modify Lube Bay adjacent to bus wash

EXTERIOR AREAS	
Exterior Areas	
Employee Parking	
Visitor Parking	
Accessible Parking	
Patio	
Fuel Facility	
Fuel Positions	
Fuel Tank Farm	
Subtotal	
Circulation Factor (Includes Exterior Circ)	
Total Exterior Areas	

9	x	18		163	26,438
9	x	18		5	810
13	x	18		2	468
					400
					28,116
15	x	50		2	1,500
15	x	35		2	1,050
					2,550
					30,666
100%					30,666
					61,333

Parking = all employees x 80%
Exterior Areas Subtotal
Two - 12000 gallon AST's
Fuel Tank Farm Subtotal

Appendix B
Wellington Satellite
Transportation Terminal
Space Needs Program

Wellington Satellite Transportation Terminal
Space Name

Master Plan Program				
Space Standard	Qty.		Area (SF)	
	Staff	Space		

Remarks

TRANSPORTATION FACILITY

OPERATIONS
Office Areas
Reception/Lobby
Assistant Director of Transportation
Trainer
Copy/ Supply Storage/ Work Room
General Storage Room
Conference Room - Medium
Dispatch & Driver Areas
Dispatch Center
Transportation Supervisors
Dispatch Vestibule
Lost and Found Storage Room
Radio Storage
Driver Mailboxes
Driver's Lounge
Kitchenette/Vending
Quiet Room
TV Viewing Alcove
Driver's Locker Alcove
Men's Restroom/showers
Women's Restroom/showers
Training Center
Training Room
Table and Chair Storage

					100
12	x	15	0		150
8	x	10	1		80
					100
					100
					200
6	x	8	0	0	0
10	x	12	1		120
10	x	15		1	100
					100
					100
					50
					400
					150
					150
					150
4	x	1	20	20	80
					300
					300
					500
					150

Private Office (When Director is on site)
Open workstation
8 People
Dispatched from North Terminal
Private Office
10" x 12" x 3" stacked slots mounted in the wall
15 people at tables (2 computer terminals)
1 fridges, 1 microwaves, sink
Lounge chairs for resting between shifts
1/2 Height Lockers
1 urinal, 2 toilets, 2 sinks, 1 shower
3 toilets, 2 sinks, 1 shower
20 people

Wellington Satellite Transportation Terminal
Space Name

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

Support Areas
IT/Network Systems Room
Custodial Supply Storage
Mechanical Room
Electrical Room
Subtotal
Circulation Factor (includes Circ, MEP, Struct)
Total Operations

			120
			100
			200
			200
	22		4,000
30%			1,200
	22		5,200

Phone and data systems
Mop sink, mobile cleaning cart, storage rack
Switch Gear

**Wellington Satellite Transportation Terminal
Space Name**

Master Plan Program			
Space Standard	Qty.		Area (SF)
	Staff	Space	

Remarks

TRANSPORTATION FACILITY

WASH FACILITY	
Wash Areas	
Detail Clean Bay	
Wash Equipment	
Subtotal	
Circulation Factor (includes Circ, MEP, Struct)	
Total Wash Facility	

25	x	60		1	1,500
				1	100
					1,600
15%					240
					1,840

One bays for bus detail cleaning

BUS PARKING	
Covered Bus Parking	
Standard School Bus (40')	
Subtotal	
Circulation Factor (includes Circ, MEP, Struct)	
Total Bus Parking	

12	x	45		16	8,640
					8,640
15%					1,296
					9,936

Cord reels for engine block heaters

**Wellington Satellite Transportation Terminal
Space Name**

Master Plan Program				
Space Standard	Qty.		Area (SF)	
	Staff	Space		

Remarks

TRANSPORTATION FACILITY

EXTERIOR AREAS	
Exterior Areas	
Employee Parking	
Visitor Parking	
Accessible Parking	
Patio	
Trash/Recycle	
Fuel Facility	
Fuel Positions	
Fuel Tank Farm	
Training Facility	
CDL Course	
Subtotal	
Circulation Factor (Includes Exterior Circ)	
Total Exterior Areas	

9	x	18		19	3,110
9	x	18		2	324
13	x	18		2	468
					400
					200
					4,502
15	x	50		1	750
15	x	35		1	525
					1,275
					100,000
					5,777
			100%		5,777
					11,555

Parking = all employees x 80%
Exterior Areas Subtotal
Located at North Terminal
Bus Driver Training Course
Subtotal
Circulation Factor (Includes Exterior Circ)
Total Exterior Areas

CDL COURSE	
Training Facility	
CDL Course	
Subtotal	
Circulation Factor (Includes Exterior Circ)	
Total CDL Course	

					100,000
					100,000
			0%		0
					100,000

Bus Driver Training Course
Circulation Included
Total CDL Course

Exhibit C

DRAFT AIA® Document B305™ – 1993

Architect's Qualification Statement

DATE: <>
SUBMITTED TO: <>
ADDRESS: <>
NAME OF PROJECT (If Applicable): <>

1 BASIC INFORMATION

§ 1.1 Architect: (Firm Name and Legal Status)

<><>

§ 1.2 Business Address:

<>

§ 1.3 Telephone Number:

<>

§ 1.4 Person to Contact:

<>

§ 1.5 Type of Organization: (Check one)

- [<>] Individual or Sole Proprietorship
[<>] Professional Corporation/Association
[<>] Corporation
[<>] Partnership
[<>] Joint Venture*
[<>] Other*

*If Joint Venture or Other, give details.

<>

2 GENERAL STATEMENT OF QUALIFICATIONS

<>

3 GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

§ 3.1 Names of Principals:

<>

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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§ 3.2 Professional History:

<< >>

§ 3.3 Registration Status:

<< >>

§ 3.4 Professional Affiliations:

<< >>

§ 3.5 Key Personnel:

<< >>

§ 3.6 Total Number of Staff:

<< >>

§ 3.7 Number of Registered Architects:

<< >>

§ 3.8 Honors and Awards:

<< >>

§ 3.9 Professional and Civic Involvement:

<< >>

4 RELATED PROFESSIONAL SERVICES

(List proposed consultants, if applicable.)

<< >>

§ 4.1 Structural:

<< >>

§ 4.2 Mechanical:

<< >>

§ 4.3 Electrical:

<< >>

§ 4.4 Interior Design:

<< >>

§ 4.5 Others:

<< >>

5 PROJECTS

(Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

§ 5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached.

<< >>

§ 5.2 Other representative projects with dates of completion:

<< >>

6 REFERENCES

<< >>

7 STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

<< >>

8 ADDITIONAL INFORMATION

(If attachments are provided, list them here.)

<< >>

ARCHITECT:

By:

I hereby certify that, as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.

(Signature)

<< >><< >>

(Printed name and title)



ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



ARCHITECT:

« »

PROJECT:

« »

Size: « »

Cost: « »

Owner: « »

Owner Contact: « »

Completion Date: « »

Contractor/Construction Manager: « »

Brief Description: « »



Exhibit D

FEE SCHEDULE & HOURLY RATES

CONTRACT AMOUNT:

Base Fee for Architectural, Structural, Mechanical, and Electrical:

\$11,300,000 (Construction Budget) x percent \$

Subtotal of Base Architectural Services: \$

Additional Architectural Services:

FF&E Assistance to District TBD \$

Presentation Modeling/Rendering TBD \$

Coordination of Additional Consultants TBD \$

Subtotal of Additional Architectural Services: \$

Additional Consultants:

Acoustical/Audio TBD \$

Civil TBD \$

Cost Estimator TBD \$

Daylighting TBD \$

Energy Modelling TBD \$

Roofing TBD \$

Subtotal of Additional Consultants: \$

TOTAL BASIC COMPENSATION: \$

Estimated Reimbursable Expenses:

Direct costs billed at 1.1 times not to exceed TBD \$

Printing TBD \$

Subtotal of Estimated Reimbursable Expenses: \$

TOTAL COMPENSATION: \$

HOURLY RATES:

Principal	\$		per hour
Project Manager	\$		per hour
Project Architect	\$		per hour
CAD Technician	\$		per hour
Interior Designer	\$		per hour
Clerical	\$		per hour

Exhibit E

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »
« »
« »

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

« »
« »
« »

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

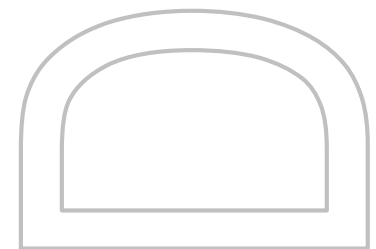
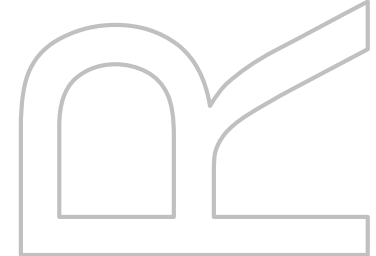
« »
« »
« »

The Owner and Architect agree as follows.



ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« See Exhibit "A" »

§ 1.1.1.1 The Architect shall assist the Owner in the preparation of a facility program document that includes site data; spatial programs; and building architecture. This facility program document will act as a guide for the schematic, design development, and construction document phase of this project.

§ 1.1.2 The Project's physical characteristics:

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

« See Exhibit "A" »

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

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

« See Exhibit "A" »

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

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

For the purpose of this Agreement, Substantial Completion shall be as defined in CRS §24-91-102(5) and shall include the issuance of a certificate of occupancy by the governing municipality, as applicable.

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Bid through pre-qualified General Contractors »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

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

« As per the Owner's Sustainable Design Guidelines and Sustainability Management Plan as identified in Section 3.2.5.1 »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

« »

« »

« »

« »

« »

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

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

« N/A »

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

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

.1 Geotechnical Engineer:

« »

« »

« »
« »

- 2** Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

« »
« »
« »
« »

- .2** Mechanical Engineer:

« »
« »
« »
« »

- .3** Electrical Engineer:

« »
« »
« »
« »

- .4** Civil Engineer:

« Firm Name »
« Representatives Name »
« Street Address
City, State & Zip »
« Phone »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« See Exhibit "B" »

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

« N/A »

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. **Neither the Architect nor any of its employees or consultants shall have other interests which conflict with the interests of the Owner, including being connected with the sale or promotion of equipment or material which may be used on the Project, and the Architect shall make written inquiry of all of its consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the Owner of such conflict of interest, the Owner, in its sole discretion, may grant a written waiver for the Architect or particular consultant.**

§ 2.5 INSURANCE REQUIREMENTS

§ 2.5.1 The Architect and consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Architect, its agents, representative, employees or consultants. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

§ 2.5.2 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Architect from liabilities that might arise out of the performance of the work under this Agreement by the Architect, its agents, representatives, employees, or consultants. The Architect shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Architect is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

§ 2.5.3 **Coverages and Limits of Insurance:** The Architect shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form – ISO CG 0001 or equivalent. Coverage to include:

- Premises and Operations
- Personal/Advertising Injury

- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

- The policy shall be endorsed to include the following additional insured language: Poudre School District R-1, its elected officials, employees, agents, and volunteers are included as Additional Insureds (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall:
 1. Include a Waiver of Subrogation Clause.
 2. Include a Separation of Insureds Clause (Cross Liability).
- Architect's consultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
---	-------------

Architect's consultants shall be subject to the same minimum requirements identified in this section.

3. Workers' Compensation and Employers' Liability

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

- Architect's consultants shall be subject to the same minimum requirements identified in this section.
- This requirement shall not apply if the Architect or consultant is exempt under Colorado Workers' Compensation Act **AND** if the Architect or consultant has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000 (for each project under \$10,000,000) \$5,000,000 (for each project over \$10,000,000)

- In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Architect warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

b. Policy shall include a waiver of subrogation clause.

5. Professional Liability (Errors and Omissions Liability) for Consultants

In addition to the insurance requirements for the Architect, the Architect's registered consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance as follows:

Major Consultants (structural, mechanical, plumbing, electrical engineers)

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000 (for each project under \$10,000,000) \$5,000,000 (for each project over \$10,000,000)

All other registered consultants not listed above will carry:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

a. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Architect warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

b. Policy shall include a waiver of subrogation clause.

§ 2.5.4 Additional Insured Requirements: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Architect even if those limits of liability are in excess of those required by this Agreement.

§ 2.5.5 Notice of Cancellation: Each insurance policy required under this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Owner, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If the insurance carrier will not provide the required notice, the Architect and/or its insurance broker shall notify the Owner of any cancellation or non-renewal in coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notices shall be sent directly to the Owner's Director of Records & Risk Management.

§ 2.5.6 Verification of Coverage: Architect shall furnish the Owner with certificates of insurance (ACORD form or equivalent approved by the Owner's Director of Records & Risk Management) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. All certificates and required endorsements are to be received and approved by the Owner's Director of Records & Risk Management before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
2. All certificates required by this Agreement shall be sent directly to the Owner's Director of Records & Risk Management at risk@psdschools.org. The Owner's project/contract number and project

description shall be noted on the certificate of insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

§ 2.5.7 Consultants: All required consultants' certificates and endorsements are to be received and approved by the Owner's Director of Records & Risk Management before work commences.

§ 2.5.8 Approval: Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner's Director of Records & Risk Management, whose decision shall be final. Such action will not require a formal amendment but may be made by administrative action.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect, as part of its Basic Services, shall retain professional engineering consultants for the structural, mechanical and electrical design of the Project. At the Owner's request, a copy of the Architect/Engineer agreement (s), if any, shall be forwarded to the Owner for approval or, if the consultants are members of the Architect's staff, their qualifications shall be forwarded to the Owner for approval. The approval required hereunder shall be obtained prior to any obligations relative to the Project being incurred regarding that consultant.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner **except by mutual agreement of the parties. Delays in the orderly progress of the Project caused by the Architect shall be the responsibility of the Architect. In the event of a delay caused by the Architect, the Architect shall accelerate to meet the time schedule without additional compensation. Time is of the essence of this Agreement.**

§ 3.1.3.1 See Exhibit "C" for Project Schedule

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. **The Architect shall meet with planning commissions, fire protection agencies, utility companies, affected street and traffic authorities, health departments, the State of Colorado, and any other government entities as often as reasonably necessary, and shall assist as reasonably necessary to obtain approvals before the start of construction, unless the Owner gives written instruction to proceed without such approval.**

§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 The Architect shall prepare Schematic Design Documents for approval by the Owner consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design Documents shall at a minimum contain, but not be limited to, the following:

1. a recommended scope of site development;
2. functional areas outlined (single line plans) indicating schematic spaces to meet program criteria;
3. correlation of space with criteria;
4. gross square footage of additions and remodeled areas;
5. net square footage; and
6. initial building code analysis.

§ 3.2.5.1 The Owner's current version of the "Technical Specification v6" dated November 2014, "Sustainable Design Guideline" dated June 2005, and "Sustainability Management Plan" dated 2017 will be provided to the Architect as part of this Agreement. These documents are intended to provide uniform and consistent quality standards for The Owner's facilities and are intended to communicate to the Architect the minimum acceptable standards for energy performance, occupant comfort requirements, products, materials and systems used in the Owner's facilities. The Architect shall make every effort to abide by the requirements of these documents and shall notify the Owner of any deviations.

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

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

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

§ 3.2.8 The Architect shall attend and facilitate, with the Owner, public meetings about the project design.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the approved Schematic Design Documents, the Architect shall prepare Design Development Documents for approval by the Owner. The Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate. Without limiting the generality of the foregoing, the Design Development Documents shall include the following:

1. outline of specifications;
2. architectural floor plans;
3. architectural elevations and building sections;
4. a proposed finish schedule;
5. tabulation of gross and net areas; and
6. major structural, mechanical and electrical system components overlaid on architectural floor plans.
7. major exterior improvements, including athletic fields and related seating areas.

8. code plan or study

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 When the construction document phase is ninety percent (90%) complete and a minimum of ten (10) working days before construction documents are released for bid, the Architect shall submit to the Owner one (1) complete set of contract documents (drawings and specifications), and one (1) complete set of electronic documents in PDF format, for review and a current estimate of construction cost based on the ninety percent documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™-2017, General Conditions of the Contract for Construction, as amended 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 and 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. Notwithstanding the preceding sentence, the Architect shall promptly report to the Owner known deviations from the Contract Documents and from the most recent approved construction schedule. If the Architect finds that the progress of the Project is not in compliance with the approved construction schedule then, in addition to reporting to the Owner as required above, the Architect shall request the Contractor to submit a recovery plan for approval. In addition to the foregoing obligations to notify Owner, the Architect shall notify Owner promptly if Architect becomes aware of any other failures to perform, acts or omissions of the Contractor that in the Architect's professional judgement will or may result in a detriment to the Owner. The Architect shall be responsible for the Architect's negligent acts or omissions and failure to comply with this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work not employed by or retained by Architect.

§ 3.6.1.3 The Architect shall administer, and maintain record copies showing dates and signatures, of all construction phase documents, using standard AIA forms where applicable. This obligation includes but is not limited to the following, all of which shall be done in a prompt and timely manner:

1. providing a standard Request for Information (RFI) form and responding to all RFIs;
2. issuing Architect's Supplemental Instructions (ASI) and Proposal Requests (PR) as needed;
3. providing a standard Change Order Request (COR) form and responding to all CORs;
4. issuing all Change Order (CO) drafts for the Owner's and Contractor's approval and signature;
5. issuing all Construction Change Directives (CCD);
6. issuing all Notices of Nonconformance as required;
7. reviewing and responding to all Submittals; and
8. reviewing and either certifying or rejecting Applications for Payment.

§ 3.6.1.4 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall meet with the principal Contractor at the site at least once a week, or as mutually agreed to in writing by the Owner, Architect, and Contractor during the course of construction, or such further visits as shall be necessary, relative to the performance of the Contractor and all subcontractors in accordance with the final approved plans, specifications, and construction schedule. The Architect shall assist the Owner in reviewing the construction schedule for acceptability as outlined in the contract documents. Before the Contractor's first Application for Payment is processed, the Architect and Owner must agree and accept the Contractor's baseline documents and schedule of values. The Architect shall promptly prepare and distribute written minutes of the weekly meetings and distribute within three days of the meeting. The Architect shall request that any objections by the Contractor or the Owner to the content of such minutes shall promptly be made to the Architect in writing. On the basis of the site visits or any other information the Architect may have, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

Any and all other of the Architect's consultants shall visit the site a minimum of once per week, or as mutually agreed to in writing by the Owner, Architect, and Contractor during construction of their consultants' respective portion of the projects, or as otherwise agreed upon, or more as shall be necessary, and as relative to the performance of the Contractor and all subcontractors in accordance with the final approved plans and specifications. The Architect and his consultants shall review the findings of such on-site observations with the Contractor prior to leaving the site, and such on-site observations shall continue beyond the time of substantial completion until all items of work are documented in writing by the Architect as fully completed. The Architect and his consultants shall prepare written reports to document all on-site observations and site meetings and shall promptly submit such written reports to the Owner and Contractor. The Architect's on-site observations shall include, but not be limited to, the following services by the Architect, structural, mechanical and electrical engineers, and other consultants retained by the Architect:

1. observe that approved shop drawings, lab and testing reports, and updated as-built documents are being maintained at the site;
2. observe reinforcing steel after installation and before concrete is placed;
3. observe structural and architectural concrete before, during, and after pouring;
4. observe structural steel after erection and prior to the same being covered or enclosed;
5. observe mechanical work following its installation and prior to its being covered and/or enclosed;
6. observe electrical work following its installation and prior to its being covered and/or enclosed;
7. observe exposed surfaces for compliance with Construction Contract Documents;
8. representation of Owner at preliminary and final observations;
9. assist the Owner in determining that all systems are properly working as per the Contract Documents.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or 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 and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.3.4 The Architect shall not execute the Contractor's monthly applications and Certificates for Payment and return to the Owner for action until Architect has made an observation of the construction to determine, to the best of his ability, that the said materials or services have been provided as indicated on the Contractor's Schedule of Values. If the Architect is aware of any legitimate basis upon which to dispute any sums payable, the Architect shall not issue a Certificate for Payment of such sums without first obtaining the Owner's written authorization.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the 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 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, but the Architect shall take reasonable measures to verify that such assembly is consistent with the design concept expressed in the Contract Documents.

§ 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals **except that the Architect shall exercise reasonable professional judgement as to the apparent accuracy and/or completeness of such shop drawings and other submittals, and to notify the Owner if such accuracy and/or completeness is in question.**

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

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

§ 3.6.5 Changes in the Work

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

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, **by Addenda, RFI, PR, CCD, CO's, and submittals, and will incorporate Contractor's as-built redlines and provide to the Owner as provided in Section 3.6.6.6.**

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's observations 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. **The Architect shall require in the specifications that the Contractor shall provide complete and thorough start-up assistance, operating and maintaining instructions, manuals, and advice to the Owner. The Architect shall provide adequate engineering assistance to the Owner during this start-up period. The Architect shall coordinate and track the closeout of the Project including, but not limited to: systems demonstrations, spare parts inventory, equipment move-in, permanent key acceptance and verify that the Contractor has met all closeout requirements as outlined in the contract documents.**

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

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

§ 3.6.6.5 **The Architect and his consultants shall issue written notices to the Contractor to correct failed work, reported by the Owner, as warranty items during the warranty period following substantial completion.**

§ 3.6.6.6 Within ninety (90) days after final acceptance by Owner of the Contractor’s as-built documents, the Architect shall supply the Owner with copies of all final contract documents, plans, specifications, drawings, showing all significant changes incorporated in the Work as finally complete. The following items shall be transmitted to the Owner prior to Final Payment:

- .1 One compact disk containing all electronic AutoCAD and/or Revit files including any necessary fonts, reference files, etc. that were used in preparing the final record documents.
- .2 One compact disk containing all final record drawings and specifications printed in an Adobe .pdf file format.

§ 3.6.6.7 As part of the Architect’s basic services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after substantial completion and issuance of certificate of occupancy and prior to the expiration of any one-year contractor’s or manufacturers warranties, the Architect and its consultants shall re-examine the Project and report to the Owner the status of the contractor’s completion of the work, including but not limited to “punch list” items, and identifying any deficiencies or defects in workmanship or materials for which a claim can be made under the contractor’s warranty.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security design	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Per Exhibit "B"
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

« See Exhibit "B" »

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

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

« N/A »

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 (Architect shall give Owner timely notice of the due date of any such decision and reasonable reminders as the time approaches);
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 DELETED
 - .7 DELETED
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Ninety-Six » (« 96 ») visits to the site by the Architect during construction or as required in Section 3.6.2.1, whichever is greater
- .3 « Two » (« 2 ») observations 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 « One » (« 1 ») observation for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. **The Architect shall assist the Owner as requested with the obligations and responsibilities referenced in this Article 5.**

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. **The Architect shall promptly notify the Owner in writing of any decision the Architect claims is not being done in a timely manner.**

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

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

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

§ 5.7 **DELETED**

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

§ 5.8.1 **The Owner reserves the right to contract for commissioning services, construction management and/or inspection services, or other consultants in connection with the Work. In such event, the Architect agrees to cooperate fully, and the time set forth in Section 1.1.4 may be extended in writing by the Owner as reasonably necessary to allow for appropriate participation in the Work. In the event that the Architect's cooperation would require additional services by the Architect, such additional services will require prior written approval by the Owner.**

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

§ 5.10 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.

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

Subparagraph 5.11 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give written notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect or discrepancy. Moreover, failure to deliver notice required in this Section 5.11 shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications drawings and other services rendered by the Architect and the Architect shall without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in Architects work product that the Architect is responsible for, which may occur.

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

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

§ 5.14 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.

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 Regardless of which alternative the Owner chooses under Section 6.6 the Architect, the Architect's consultants and other planning professionals, without additional charge, shall modify the Contract Documents as necessary to ensure that the Cost of Work does not exceed the lesser amount of the Owner's Project Budget or the fixed limit of Construction Costs. The Architect's and/or consultants' and/or other planning professionals' modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, are Instruments of Service. Upon payment of all amounts due under this Agreement for that portion of drawings, specifications or other documents prepared or furnished, the Owner shall be deemed the owner of the Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client without the prior written consent of the Owner. The Architect and its consultants do not convey to the Owner their unique or proprietary design techniques or concepts as may be employed in the final Instruments of Service. To the extent that work, design, process, or product which is patented, copyrighted, or otherwise protected by an intellectual property right (whether common law, statutory, contractual or reserved), is incorporated into the Instruments of Service or the Work performed under this Agreement by the Architect, the Architect shall pay royalties and/or license fees for such patented or copyrighted designs, process or products. Architect shall at its sole cost and expense indemnify, defend, and hold harmless the Owner against any claims by third parties of infringement of any copyrights or other common law, statutory, contractual or reserved rights incorporated into the Instruments of Service or the Work.

§7.2.1 Electronic Media: The information contained on or in the Architect's electronic media, or retrieved/downloaded from the Architect's ftp site, is provided as a convenience to the users and is provided in "as is" condition. In the event of a conflict in their content, the Architect's printed hard copy shall take precedence over the electronic media.

§7.2.1.1 Use of the Architect's electronic media shall be without liability to the Architect, its insurers, employees and consultants. It is expressly understood and agreed the Architect retains ownership of the printed hard copy drawings and/or specifications until completion of the project in accordance with Section 7.2, subject to the provisions of Section 9.3.

§7.2.1.2 It is understood and agreed that the information contained on or in the Architect's electronic media or retrieved/downloaded from the Architect's ftp site may have been or be altered intentionally or unintentionally by user or others and the user agrees to indemnify and hold harmless the Architect, its insurers, employees and consultants

from any claims, liabilities, damages, loss and costs, including, but not limited to cost of legal defense for the use of such media.

§ 7.3 The Owner has the right to reproduce and/or use, and to create derivative works based upon, the Instruments of Service for other projects at its discretion; provided, however, that if the Owner reproduces or uses the Instruments of Service for another project, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the Architect's consultants on the Instruments of Service. The Owner shall not assign the Instruments of Service to any third party for use on projects unrelated to the Owner, unless the Owner first obtains written consent from the Architect. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Larimer County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

§ 8.1.1 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. The term "consequential damages" shall not include the cost of any structural repair, demolition, dismantling, replacement, or construction waste that is reasonably related to the Architect's negligence.

§ 8.2 To the fullest extent permitted by law, Architect shall indemnify, defend and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

1. the negligent, intentional, or willful wrongful act of Architect, or any officer, employee, representative, agent, consultant of Architect, or other person for whom Architect is responsible under this Agreement; or
2. Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify, defend, and hold the Owner harmless only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section. To the extent indemnification is required under this Agreement, Architect

shall investigate, handle, respond to, and to provide defense for and defend against (with counsel acceptable to Owner), any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. This Section shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section are performed

§ 8.3 For Change Orders resulting in an increase in the Cost of the Work that are a result of negligent errors, omissions, or discrepancies in the plans, specifications, or other of the Contract Documents prepared by the Architect, its employees, agents, or consultants, the Architect agrees to reimburse the Owner for the cost premium associated with the increase in the Cost of the Work, the cost premium being the difference between the Cost of the Work in the Change Order had the negligence not occurred and the cost to remedy the negligence by Change Order. Reimbursement calculations shall be determined by the Architect and submitted to the Owner for negotiation and acceptance. Additionally, the Architect shall bear all costs associated with redesign efforts pertaining to such Change Orders, including third party cost estimating.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 This Agreement may be terminated by either party upon five (5) days' written notice should either party fail to substantially perform in accordance with its terms through no fault of the other. In addition, the Owner may terminate this Agreement whenever it becomes reasonably apparent that the Architect is or will be unable or unwilling to substantially perform this Agreement in accordance with its terms or without resulting in interference with or disruption of the Project. In the event of termination of this Agreement, the Architect shall be paid the specified compensation for its services performed to the termination date, including reimbursable expenses then due.

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

§ 9.3 In the event of a termination, the Architect shall deliver to the Owner all copies of all drawings, plans, and similar materials relating to the Project and for which it has received compensation, and all other documents delivered to Architect by Owner with respect to this Project, subject to the provisions of Article 7.

§ 9.4 The party properly terminating this Agreement under this Article 9 shall be entitled, in addition to any other amounts due under this Agreement, or as set off against amounts otherwise owed under this Agreement, to the reasonable costs, expenses, and damages occasioned by the termination of this Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by and construed in accordance with the laws of Colorado. Exclusive venue for litigation over any issues pursuant to this Agreement shall be in the District Court of Larimer County, Colorado, and such litigation shall not be removed to any other court or jurisdiction.

§ 10.2 Unless otherwise defined in the Agreement, the Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as amended 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. Further, the Owner may assign its rights under this Agreement to satisfy any governmental or financing requirements without the consent of Architect.

§ 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, and no third party is entitled to rely on the terms of this Agreement. Notwithstanding the preceding sentence, the Architect is not prohibited from incorporating this Agreement into its agreements with its consultants, provided that the Architect shall not thereby create (i) a contractual relationship between any consultant and the Owner, or (ii) any cause of action in favor of any consultant against the Owner.

§ 10.6 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the presence, handling, removal, disposal or detection of hazardous materials in any form at the Project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous materials. If the Architect in the conduct of his duties and obligations as provided in this Agreement shall become aware or shall reasonably suspect the presence of hazardous materials at the Project site, the Architect shall provide written notice to the Owner of the presence, and the general location, amount and condition of the known or suspected hazardous materials at the Project site. Such notice shall be in writing and shall be submitted no more than 24 hours after the presence of such materials reasonably become known or suspected by the Architect.

§ 10.6.1 In the event hazardous materials become known or suspected by the Architect as described in Section 10.6 of this Agreement, the Architect shall take all steps reasonably necessary to assist the Owner to ensure that work on the Project does not proceed or continue until the Architect and the Contractor have received written authorization from the Owner to proceed.

§ 10.6.2 In the event hazardous materials are identified or encountered during the course of the Project the Owner, at its expense, shall take reasonable actions to properly and safely deal with such materials. With respect to new construction, the Owner accepts the above-mentioned responsibility for the real property which is involved in the Project and not with any hazardous substances or materials which may be brought onto the property by others, including subcontractors.

§ 10.6.3 The Architect acknowledges that it and its employees, Consultants and agents have the responsibility of being fully informed of the Owner's Management Plan as it relates to the buildings located at the Project site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1, and except as required under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.), as amended and applicable. This Section 10.8 shall survive the termination of this Agreement.

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Notwithstanding any provisions herein, this Agreement shall be deemed to include and be subject to all applicable requirements and provisions of all governing federal, state and local laws.

§ 10.11 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.12 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.13 In connection with work to be performed under this Agreement, and without limiting the generality of any provision of this Agreement, Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, *et seq.* (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from Architect's failure to comply with all applicable laws or regulations.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1.29 and 4.1.1.30, 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.)

« As negotiated in a future Fee Adjustment AIA Document G802 »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« As negotiated in a future Fee Adjustment AIA Document G802 »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Ten » percent (« 10 » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« N/A »

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

Schematic Design Phase	« Twenty »	percent (« 20 »	%)
Design Development Phase	« Twenty »	percent (« 20 »	%)
Construction Documents Phase	« Twenty-Five »	percent (« 25 »	%)
Procurement Phase	« Five »	percent (« 5 »	%)
Construction Phase	« Twenty-Five »	percent (« 25 »	%)
Record Documents	Five	percent (5	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

« See Exhibit "B" »

Employee or Category	Rate (\$0.00)
See Exhibit "B"	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: *(All reimbursable expenses in excess of those identified in Exhibit "B" must be authorized in advance and in writing by the Owner)*

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner *except that no overtime will be paid for Basic Services;*
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 **DELETED;**
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures *as approved by the Owner.*

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **« Zero »** percent (**« 0 »** %) of the expenses incurred.

§ 11.8.3 The Architect shall not incur reimbursable expenses pursuant to Article 11 in excess of those identified in Exhibit "B" for the entire Project, without prior written approval of the Owner. However, in no event shall any single reimbursable expense exceed Five Hundred Dollars (\$500.00) without the prior approval of the Owner.

§ 11.9 DELETED

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **« Forty-Five »** (**« 45 »**) 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.)

« 1.00 » % **« Monthly »**

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

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

§ 11.11 BILLING THE OWNER

The Architect's billing shall be in such form as may be prescribed by the Owner.

§ 11.12 OTHER

The Architect agrees that his services performed under this Agreement are considered labor performed or materials furnished for public works and as such the Architect agrees for himself and his consultants to waive any rights to claim a mechanic's or materialman's lien on the Project. Architect further agrees that all funds disbursed to him for services performed by consultants under this Agreement shall be held in trust for those consultants, and Architect guarantees to pay those consultants in a timely manner using those funds. The Architect agrees to look solely to the Owner for payment for their services. Further, the Architect agrees to advise and obtain the consent of its consultants with respect to this arrangement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« N/A »

§ 12.1 ILLEGAL ALIENS

§ 12.1.1 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., Architect certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Contract, and that Architect will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract. Architect further certifies that it will not enter into a contract with a consultant who fails to certify to Architect that the consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

§ 12.1.2 Architect has confirmed the employment eligibility of all employees who are newly hired to perform work under this Contract through participation in either the E-Verify Program or the Department Program. Architect shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Contract is being performed.

§ 12.1.3 If Architect obtains actual knowledge that a consultant performing work under this Contract knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the consultant and the Owner within three days that Architect has actual knowledge that the consultant is employing or contracting with an illegal alien; and
2. Terminate the contract if within three days of receiving actual notice the consultant does not stop employing or contracting with the illegal alien, except that Architect shall not terminate the consultant if during such three days the consultant provides information to establish that the consultant has not knowingly employed or contracted with an illegal alien.

§ 12.1.4 Architect shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

§ 12.1.5 If Architect violates the provisions of this paragraph, the Owner may terminate this Agreement for breach and Architect shall be liable for actual and consequential damages.

§12.2 OTHER SPECIAL PROVISIONS

§12.2.1 It is anticipated that Architect will engage other professionals to perform portions of its services. Such professionals shall be employed at Architect's sole cost and expense, unless otherwise agreed in writing by the Owner. The Architect shall obtain from each such professional a written acknowledgment of understanding that the Architect is not a "contractor" as defined by Section 38-26-101, C.R.S., and a waiver of any claim to entitlement of benefits under a public works bond furnished to the Owner by the Contractor, or subcontractors. All contracts entered into by the Architect with such professionals shall contain a provision acknowledging the terms of this subsection 12.2.1. The Architect shall forward the Owner a signed copy of each such acknowledgment and waiver along with a copy of each such agreement entered into between the Architect and a professional engaged by the Architect to perform a portion of the services.

§12.2.2 The Owner and the Architect acknowledge and agree that nothing in this Agreement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner. Conversely, in performing such obligations, the Architect may not and shall not increase the burdens and exposure of the Contractor, its subcontractors, or the surety of any of them.

§12.2.3 Architect will comply with the terms of Section 8-17-101, *et seq.*, C.R.S., which states:

Whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than 80% of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works.

'Colorado labor' as used in this Agreement means any person who is a resident of the state of Colorado, at the time of the employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

Architect shall, in all respects, comply with the requirements of the above statute.

§12.2.4 Fiscal Funding: In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect Owner debt or other financial obligation whatsoever. The parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding June 30, and that financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Notwithstanding any other provision of this Agreement, the Owner and the Architect understand and agree that the Owner may terminate this Agreement at or before the end of any Owner's fiscal year upon thirty (30) days' prior written notice to Architect with or without cause and without any liability, penalty or other obligation, except that Architect shall be paid the specified compensation for its services performed to the termination date, including reimbursable expenses then due.

§12.2.5 Condition Precedent: The parties acknowledge and agree that the Owner is currently involved in litigation that bears upon its ability to proceed with Project within the time contemplated herein, and further agree that all of the Owner's obligations hereunder are subject to and conditioned upon the Owner's receipt of all final judicial judgments, decisions, and orders as are necessary, in the Owner's sole and absolute judgment and discretion, before proceeding with the Project. Notwithstanding the foregoing, the Owner may by separate addendum hereto authorize the Architect to proceed with preliminary work on the Project as specified in such addendum, with compensation to be based upon sources not subject to the aforementioned litigation.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

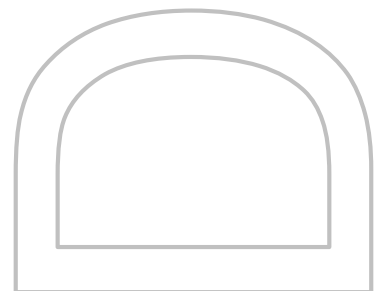
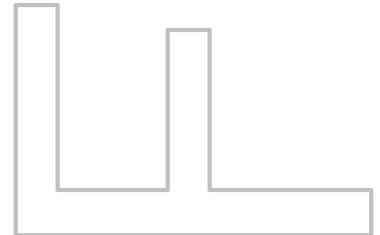
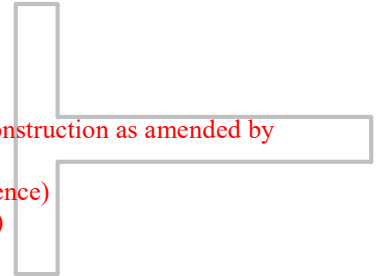
- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, ~~as amended by the Owner~~
- .2 DELETED
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)



4 Other documents:
(List other documents, if any, forming part of the Agreement.)

1. Exhibit "A" - Scope of Work (? pages attached)
2. Exhibit "B" - Fee Schedule & Hourly Rates (? pages attached)
3. Exhibit "C" – Project Schedule (? pages attached)
4. AIA Document A201 - 2017, General Conditions of the Contract for Construction as amended by the Owner, dated December 5, 2017 (49 page draft attached)
5. Technical Specifications v6, dated November 2014 (584 pages by reference)
6. Sustainable Design Guidelines, dated June 2005 (90 pages by reference)
7. Sustainability Management Plan, dated 2017 (39 pages by reference)



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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

ALL CONTRACTS MUST BE APPROVED PER DISTRICT POLICY DJA

Poudre School District Policy DJA requires all contracts in excess of \$250,000 have Board of Education approval. Contracts up to \$250,000 must be approved by either the Superintendent, Executive Director of Finance, Purchasing and Materials Manager, or authorized delegate. This Contract is not valid until signed and dated below by an authorized person. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, Poudre School District is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:

(Signature)

(Printed name, title, and date)

Approved at the Board of Education Meeting on _____.

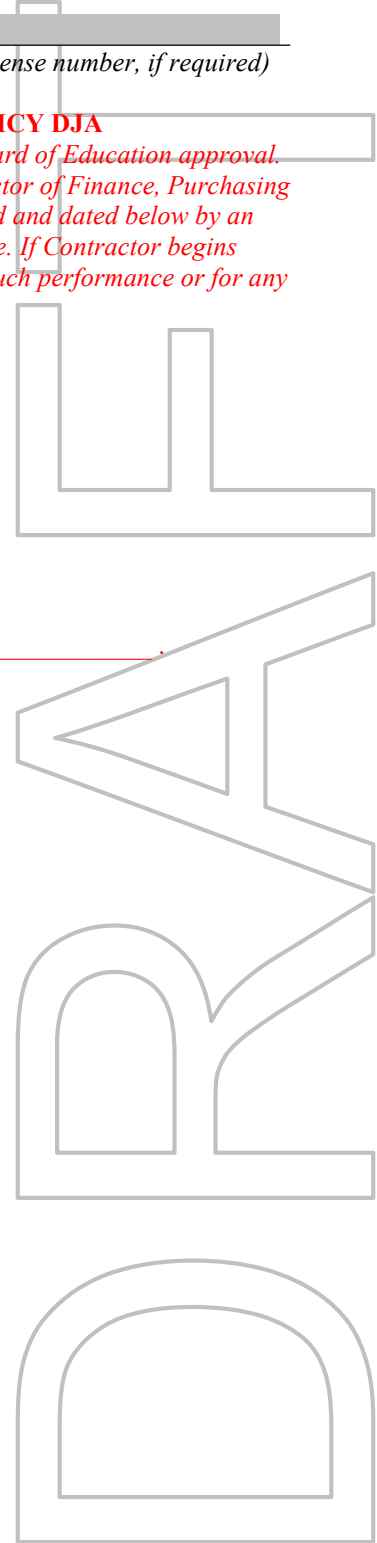


Exhibit F

Preliminary Programming

Transportation Facility Architectural Design Services SOQ 20-xxx-001

Department	Function	Space Needs	Description	
Transportation	Director	175 sf	Private Office	
	Operations Manager	140 sf	Office Space	
	Office Manager	140 sf	Office Space	
	Activity Scheduler	140 sf	Office Space	
	Supervisor	140 sf	Office Space	
	Supervisor	140 sf	Office Space	
	Supervisor	140 sf	Office Space	
	Routing	140 sf	Office Space	
	Routing	140 sf	Office Space	
	Dispatch	500 sf	Dispatch Center	
	Training	1800 sf	Training Room(s)	Dividable
	Driver Lounge	2000 sf	Lounge	w/Athletic Lockers
	Vehicle Maint. Mgr.	140 sf	Private Office	
	Lead Mechanic	120 sf	Private Office	
	Vehicle Maintenance	500 sf	Office Space (Work Stations/Cubicals)	
	Vehicle Maintenance	7,500 sf	6 Vehicle maintenance bays est.	
Parts	1000 sf	Parts Room	Also consider mezzanine storage	
Outdoor Services	Supervisor	150 sf	Private Office	
	Maintenance Bays	2,400 sf	2 General maintenance bays	
	Parts/Supplies		Mezzanine storage	
Plumbing	Open Office	200 sf	Office Space (Work Stations/Cubicals)	
	Maintenance Bays	2,400 sf	2 General maintenance bays	
	Parts/Supplies		Mezzanine storage	
HVAC	Open Office	200 sf	Office Space (Work Stations/Cubicals)	
	Maintenance Bays	2,400 sf	2 General maintenance bays	
	Parts/Supplies		Mezzanine storage	
Controls	Open Office	400 sf	Office Space/Work Benches	
	Maintenance Bays	2,400 sf	2 General maintenance bays	
	Parts/Supplies		Mezzanine storage	