

 8/30/17
COUNTY ATTORNEY Dated

MOSELEYARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
P: (804) 794-7555

August 10, 2017

RE: Architectural and Engineering Design Services
Judicial Center Expansion and Renovation Phase 1
Spotsylvania, Virginia

Mr. Jesse D. Beavon Jr.
Director
Facilities Management Division
P.O. Box 116
8800 Courthouse Road
Spotsylvania, Virginia

Dear Jesse:

In accordance with your request and pursuant to our Contract Agreement for Professional Services #14-12-46-02, dated November 14, 2014, and renewed on November 11, 2016 through November 13, 2017 Moseley Architects is pleased to offer this proposal for architectural and engineering services for the above referenced Project.

Project Scope of Work

Our proposal is based on the following Project scope:

The Project is described as the renovation and expansion of the existing Spotsylvania County Judicial Center consisting of the following as depicted as "Shell Addition" or "Phase 1" on the enclosed Exhibit A floor plans. Areas indicated as "Addition", "Existing to Remain", or "Phase 2" shall be renovated as part of the future phases of construction and are not part of the Scope of Work of this Project.

1. Construction of a shelled expansion of approximately 32,860 square feet to the existing Judicial Center to be located in the corner between Buildings B and C. The shelled expansion shall consist of unfinished, HVAC conditioned space that will be able to be upfit and finished in accordance with the conceptual plans from the Judicial Center Feasibility Study developed by Moseley Architects.
2. Construction of a public corridor on floors 1 and 2 through the expansion between Buildings B and C.
3. Construction of one General District Courtroom and associated support spaces consisting of one judge's chamber, fine corridor and clerk's workstation, two attorney meeting rooms, and public toilet rooms, on the first floor of the expansion.
4. Renovation of the former Circuit Court Clerk suite for the General District Court Clerk. Renovation shall consist of finishes, but not reconfiguration of existing partitions.

It is understood the Project shall be delivered using a design-bid-build procurement method and constructed under a single, stipulated sum construction contract pursuant to solicited competitive bidding. It is understood the County's total project budget for the project is \$9.6 million.

Consultants to Moseley Architects

Moseley Architects will provide the architectural, interior design, and furniture design services, as well as the structural, mechanical (HVAC and plumbing), fire protection, electrical, and security engineering services.

Moseley Architects will engage ECS Mid-Atlantic LLC for geotechnical investigation services and special inspections scoping; Timmons Group for civil engineering, surveying, and site environmental services; and Downey & Scott LLC for construction cost estimating.

Proposed Services

Our proposed Basic Services consist of normal architectural; mechanical (HVAC and plumbing) engineering; structural engineering; electrical engineering; security engineering; fire protection engineering, and civil engineering services for Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration Phases as defined in our Agreement, as described herein, and as described in the enclosed Exhibit E. References to "Owner" or "County" shall mean Spotsylvania County, VA and references to "Architect" shall mean Moseley Architects. These services and associated cost of services are based on future confirmation with the Spotsylvania County Code Compliance Department (environmental section) that the Project can be grandfathered under the old IIC stormwater regulations

Our proposed Additional Services shall consist of Topographic and Underground Utility Location Survey Services, Civil Engineering Site Environmental Services, Furniture Design and Procurement Services, and Special Inspection Scoping Services as defined in our Agreement, as described herein, and as described in the Exhibit E. Documents will be delivered in a single package consisting of drawings and a project manual including product information. Furniture will either be procured through competitive bidding or through purchase off of available furniture contracts at the County's direction. These services can be summarized as follows:

Basic Services

Schematic Design

1. Attend one on-site kick-off meeting to review and confirm the Project scope with County, Court, and Sheriff's Office representatives.
2. Develop Schematic Design drawings to 50% and conduct site visit.
3. Attend one on-site meeting with the County, Court, and Sheriff's Office representatives to review the floor plans.
4. Develop Schematic Design drawings to 80%
5. Prepare an opinion of probable construction cost.
6. Prepare written Schematic Design Report.
7. Refine, finalize, and submit Schematic Design submission to County, Court, and Sheriff's Office representatives for approval.

Design Development

1. Refine building system strategies.
2. Develop Design Development drawings to 50% and conduct site visit.
3. Update the Basis of Design Narrative (BoDN).
4. Attend two on-site meetings with the County, Court, and Sheriff's Office representatives to review the floor plans and building details.

5. Attend one on-site meeting to review the project life safety approach with the Building Official.
6. Develop Design Development drawings to 95%.
7. Perform a quality control review and incorporate comments.
8. Prepare an opinion of probable construction cost.
9. Finalize Design Development submission and submit to County, Court, and Sheriff's Office representatives for approval.

Construction Documents

1. Prepare Working Drawings to 35%.
2. Attend on-site meetings with the County, Court, and Sheriff's Office representatives to review the floor plans and building details.
3. Prepare Working Drawings to 70%.
4. Prepare project Specifications.
5. Finalize Drawings for approval.
6. Perform a quality control review and incorporate comments.
7. Prepare an opinion of probable construction cost.
8. Submit drawings for building permit, respond to building permit comments, and incorporate comments to secure building permit approval.
9. Prepare bid documents.

Bidding

1. Assist County with placing advertisement for bidding and distributing bid documents.
2. Attend one on-site pre-bid conference.
3. Evaluate product substitutions.
4. Prepare and issue addenda.
5. Attend one on-site bid opening.
6. Assist the County in evaluation of the bids and contract award.
7. Assist the County in preparation of the Construction Contract. Our services are based on the use of the County's *General Conditions of the Contract for Construction and Agreement Between Owner and Contractor* as modified and mutually agreed by the County and Moseley Architects.

Contract Administration

1. Attend one on-site pre-construction conference.
2. Review Contractor submittals required by the Contract Documents.
3. Review Building Code required materials testing results.
4. Conduct construction progress meetings twice monthly and issue meeting minutes. Construction duration of 12 months.
5. Correspond with the Contractor and assist in project issue resolution.
6. Prepare RFP's and administer change orders to the Contract Documents.
7. Review pay applications.

8. Review Contractor's punch list and conduct one punch list review and one back punch review.
9. Assist with facility start-up.
10. Certify Substantial Completion.
11. Assemble closeout documents and warranties.
12. Recommend final payment to Contractor.

Additional Services

Geotechnical Investigation Services

Perform a geotechnical investigation to supplement the geotechnical study prepared by Froehling & Robinson, Inc. (F&R) dated October 2007. Perform a total of two soil borings within the footprint of the proposed addition to depths of 35 feet below the existing site grades. Upon completion of drilling operations, the samples will be returned to the ECS Mid-Atlantic laboratory in Fredericksburg, Virginia for further identification and testing, followed by the preparation of a written engineering report as described in the ECS Proposal dated November 16, 2016 enclosed as Exhibit B.

Topographic and Underground Utility Location Survey Services

Design/ As-Built Topographic Survey

1. Preparation of a field run topographical survey for a portion of Spotsylvania County Map PIN 47A-A-2. The survey limits are as indicated as "As-Built Survey Extent" on attached map entitled "Judicial Center Feasibility Study" enclosed as Exhibit D.
2. Surveyed features will include visible physical improvements; surface indications of utilities; and storm & sanitary sewer systems with invert data.
3. Contours to be plotted at a 1' interval and a DTM will be provided.

Underground Utility Location Survey

1. Designate and map underground facilities across that portion of the project site labeled "Subsurface Utility Engineering Extent" highlighted on attached map enclosed as Exhibit D.
2. Horizontal designation through geophysical methods defined as Quality Level "B" by the American Society of Civil Engineers (ASCE).
3. The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access.
4. Plastic and fiber optics lines without tracer wires may be un-locatable.
5. This service does not include the use of ground penetrating radar. This survey excludes sanitary and storm lines including laterals and roof drains; irrigation systems; and abandoned lines.

Site Environmental Services

1. Prepare and submit a Virginia Stormwater Management Program (VSMP) Registration Statement to the Virginia Department of Environmental Quality (DEQ). A Stormwater Pollution Prevention Plan (SWPPP) will be prepared per state regulations for management of stormwater discharges associated with construction activities. This work will be performed in accordance with the July 1, 2014 DEQ VAR-10 Permit requirements.

Furniture Design and Procurement

Schematic Design Phase

1. Conduct inventory of furniture to be reused.

2. Prepare preliminary furniture layout.
3. Attend one meeting to review the furniture layout with the County, Court, and Sheriff's office representatives.
4. Revise the layout based on comments and prepare preliminary furniture selections.
5. Develop a preliminary furniture budget.

Design Development Phase

6. Attend one meeting to confirm the layout and make preliminary furniture selections.
7. Revise the furniture layout and select the preliminary furniture finishes based on the selected furniture.
8. Attend one meeting to select the furniture finishes.
9. Revise the drawings to include final selections and produce furniture installation drawings.

Contract Documents Phase

10. Prepare technical specifications.
11. Revise the preliminary furniture budget based on the final furniture and finish selections.
12. Prepare the furniture package for bidding or procurement from available furniture contracts.

Quotation Phase

13. Prepare the advertisement for bid or solicit proposals from furniture vendors.
14. Respond to questions from bidders if publicly bid, or furniture vendors if furniture is purchased from available contracts.
15. Attend the bid opening or receive proposals from vendors and review the bids or proposals received.

Contract Administration Phase

16. Prepare a furniture binder consisting of the pieces of furniture to be provided and the selected finishes for use in installing the furniture.
17. Coordinate the furniture installation schedule among the selected furniture vendors and with the General Contractor responsible for the building renovation.
18. Observe installed furniture and prepare a punchlist of deficiencies in the Work.
19. Communicate with furniture vendors to resolve outstanding items on the punchlist.
20. Observe the furniture and prepare a punchlist of remaining outstanding items, if any, for final furniture acceptance by the County.

Special Inspection Scoping Services

Provide scoping services to determine cost of services for Building Code required Special Inspection services in accordance with the Virginia Uniform Statewide Building Code (VUSBC). Prepare and implement a Statement of Special Inspections (including Schedule of Special Inspections) in accordance with the requirements of the Virginia Uniform Statewide Building Code. Upon completion of the Construction Documents Phase when the scope and schedule of the Project have been determined we will prepare a request for Additional Services for performance of the Special Inspection and Construction Testing services to consist of services required by the Virginia Uniform Statewide Building Code (VUSBC) and coordination with the testing agency and laboratory throughout the Project and review and appropriate action with inspection and testing reports submitted by the testing agency. At completion of the Project, prepare and submit a Final Report of Special Inspections as required by the VUSBC for issuance of a Certificate of Occupancy.

Cost of Services

We propose a lump sum compensation for the services defined above. The lump sum cost of the services for each phase, including our expenses for travel, communication, and reproduction of documents for our own office use and the following documents for the County's use: four sets of the Schematic Design submission, four sets of the Design Development submission; and ten sets of the Construction Documents submission (for County and Building Permit submission).

Basic Services

Schematic Design	\$113,556
Design Development	\$194,837
Construction Documents	\$280,865
Bidding	\$16,745
Construction Administration	\$177,025
Total Basic Services	\$783,028

Additional Services

Geotechnical Investigation Services	\$3,940
Topographic and Utility Survey	\$5,000
Site Environmental Services (VSMP Permit Application)	\$2,500
Furniture Design Services	\$13,380
Special Inspection Scoping Services	\$1,500
Total Additional Services	\$26,320

Total Services	\$809,348
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Extended Construction Administration Services – if the Contractor has not achieved Substantial Completion within twelve months of Notice to Proceed we will provide extended Construction Administration services at \$12,000 per month or \$400/day for partial months.

Enclosed as Exhibit B are spreadsheets and proposals from ECS Mid-Atlantic, LLC; Timmons Group; and Downey & Scott indicating the basis of this amount.

The cost of the services is not tied to the construction cost. It is based on the level of effort and professional time required to provide the services.

We will invoice monthly in proportion to the progress of our services. The lump sum amounts will not change unless Spotsylvania County authorizes substantive changes in the Project scope or in the scope or extent of our services. In such cases, adjustments to the cost of services would be as negotiated and mutually agreed by Spotsylvania County and Moseley Architects.

Our proposal does not include the following services or costs, but we can provide these services if requested for additional compensation.

- Building commissioning.
- LEED Certification related services.
- Life-Cycle Cost Analysis and LEED Energy Modeling.
- Special Inspection Services and Code-required construction testing.
- Preparation of easement and right-of-way plats.
- Submission fees or cost to secure site plan approval, building permit approval, or approval or permitting from any regulatory agency.
- Stormwater calculations.
- Traffic impact analysis or Traffic Control Plan.
- Wetlands delineation, confirmation, permitting, perennial stream assessment.
- ALTA survey, plats, construction staking.
- Landscape or irrigation system design services.
- Design or investigation of off-site survey, off-site utilities, off-site storm water measures, off-site access design, or other off-site improvements
- Cost of reproduction for Bidding Phase or Construction phase including documents for County, bidders, or Contractor for these phases.
- Any other services not specifically described by this proposal.


Moseley Architects shall have no responsibility or liability for the discovery, identification, abatement, or removal of asbestos, lead paint, toxic mold, or any other hazardous or regulated substances in relation to the Project, nor does our proposal include any services related to hazardous materials. Separately from this contract, Spotsylvania County shall provide all necessary services related to hazardous materials.

Schedule

We will develop a schedule that is mutually agreeable to both the County and Moseley Architects and anticipate the services can be completed generally as indicated on the attached preliminary schedule enclosed as Exhibit C. We understand the County desires the Project be completed in a timely manner.

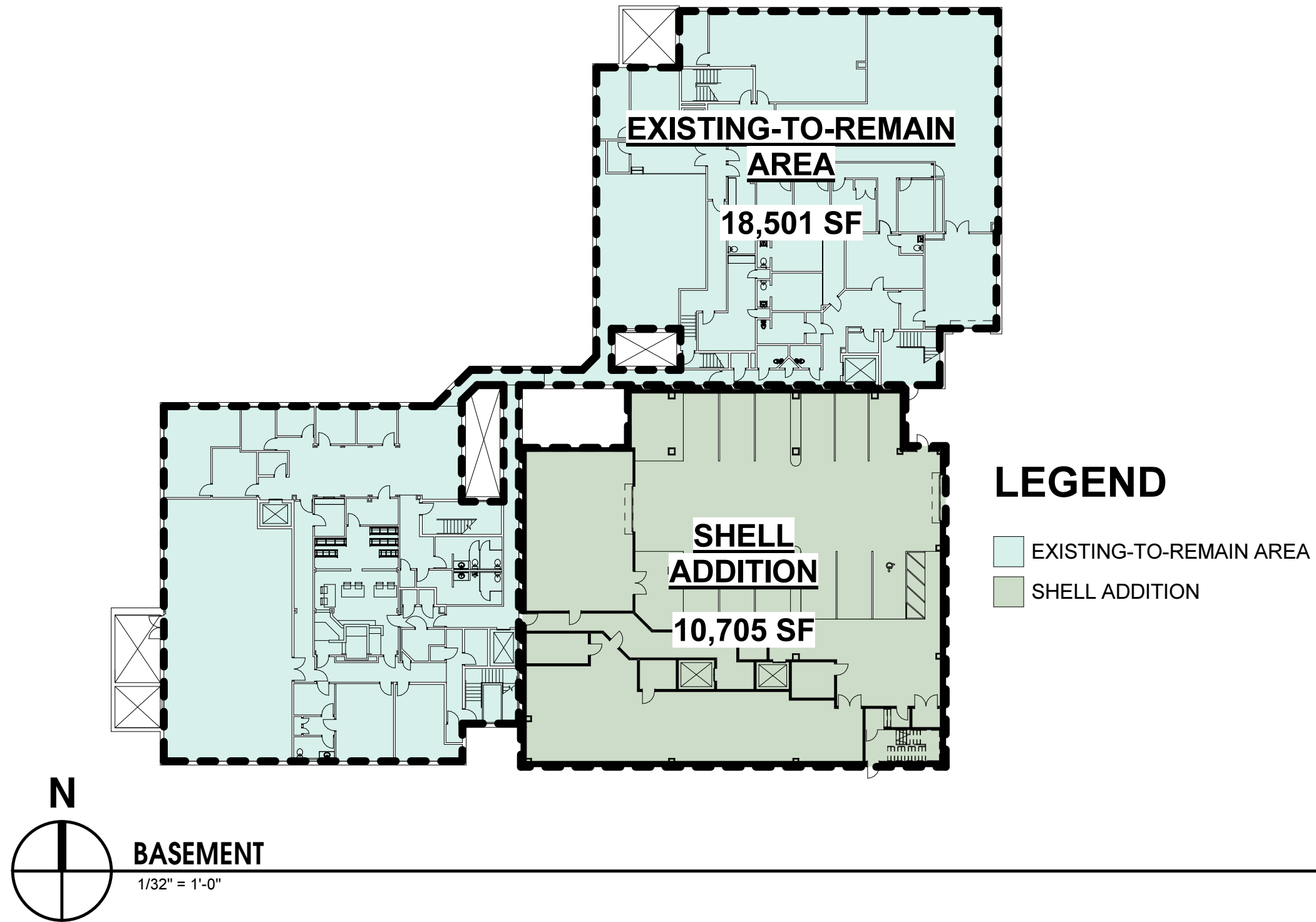
If this proposal is satisfactory, please issue appropriate documentation indicating the County's agreement and authorization to proceed. As always, we appreciate this opportunity to be of service.

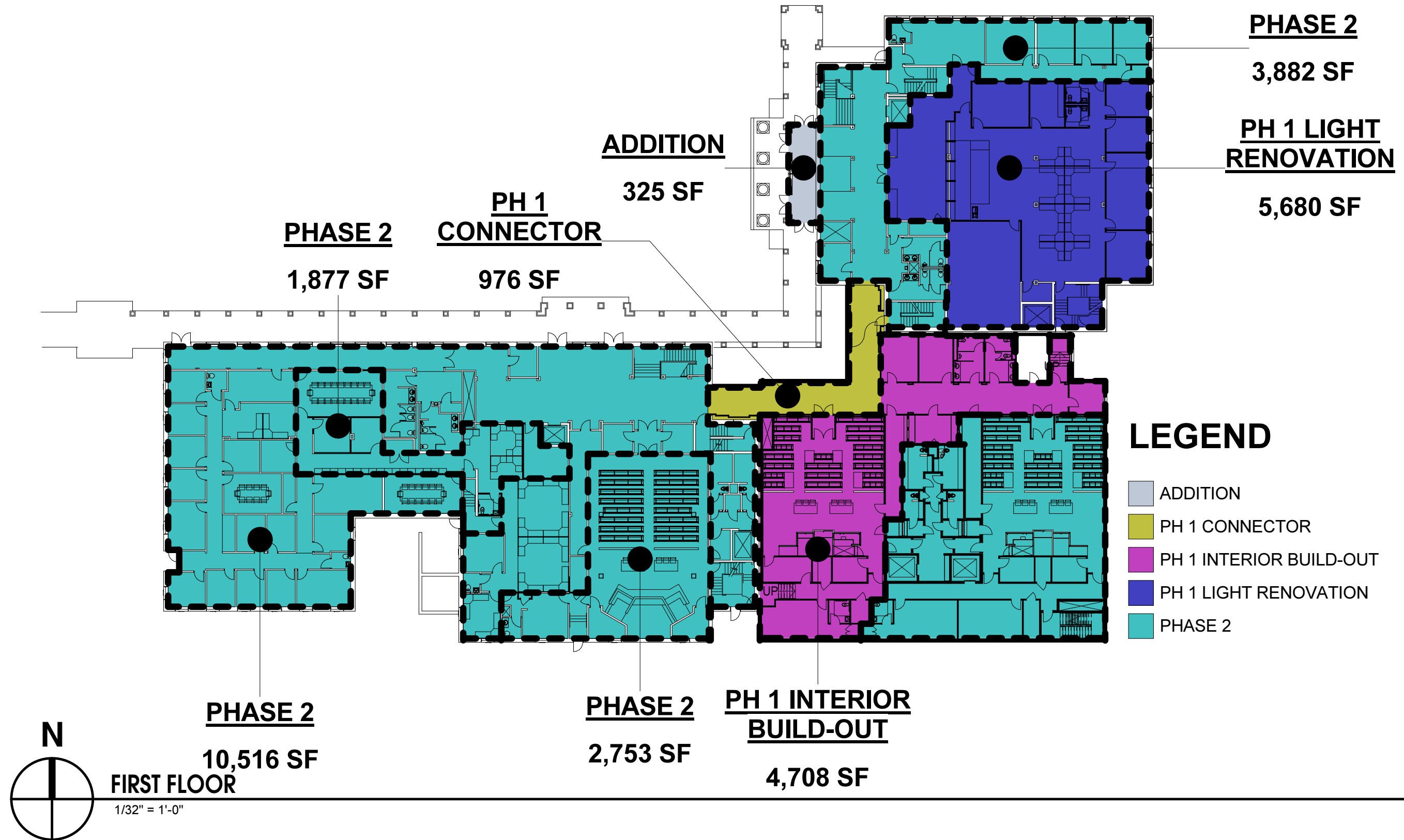
Sincerely,

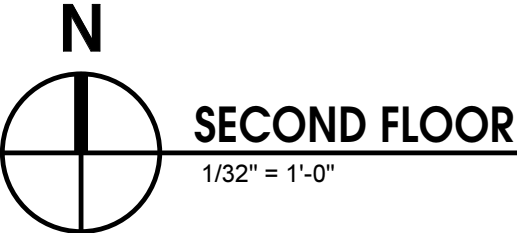
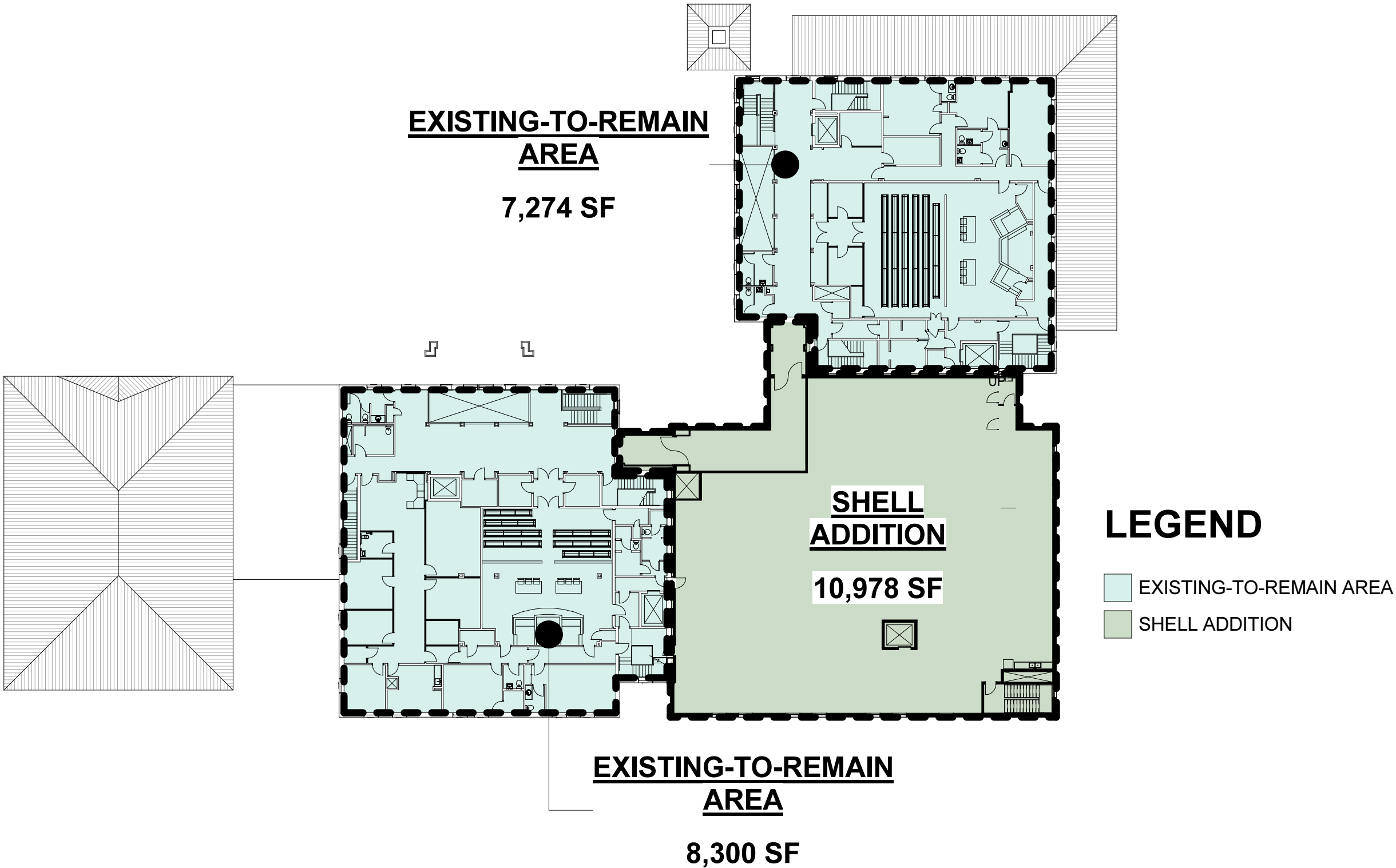


Anthony J. Bell III, AIA
Vice President

Enclosures: As indicated above.
546904







August 10, 2017

	HOURS																TOTAL	
	PRIN	SR PROJ MGR	ARCHT	SR STR ENGR	SR MECH ENGR	SR PLUMB ENGR	SR ELEC ENG	FIRE PROT ENGR	SUST COORD	ARCH TECH	ENGR TECH	INTER DES	SEC/DET SPEC	SPEC WRTR	CONSTR ADMIN	ADMIN		
SCHEMATIC DESIGN																		
1	Conduct kick-off meeting	8	8													1	17	
2	Develop SD to 50%, site visit	2	40	64	40	40	16	40	16	2	80		16	2			358	
3	Review meeting	4	8			4										1	17	
4	Develop SD to 80%	2	40	64	24	24	4	24	4		80		4				270	
5	Prepare cost estimate	1	4		1	2	1	2	1				1				13	
6	Prepare written SD report		16	16		8		8			20						68	
7	Refine and finalize SD	1	16	16	8	8	2	8	2		24		1				86	
TOTAL HOURS		18	132	160	73	86	23	82	23	2	204	0	22	2	0	2	829	
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57	
SUBTOTAL SERVICES COST		\$3,510	\$21,780	\$19,840	\$9,417	\$12,384	\$3,312	\$11,808	\$3,312	\$216	\$16,728	\$0	\$0	\$3,410	\$248	\$0	\$114	\$106,079
Timmons Group																	\$3,500	
Downey & Scott																	\$3,977	
Reproduction Cost - 4 sets of Schematic Design Submission at \$50 each = \$200																	\$200	
TOTAL SCHEMATIC DESIGN COST																	\$113,556	
DESIGN DEVELOPMENT																		
1	Refine building systems strategies	2	16		8	24	8	24	8		8	8		8			114	
2	Develop drawings to 50%/site visit	2	40	64	80	40	20	40	20		80	120		20			526	
3	Update basis of design narrative		16			8		8					4	4	8	2	50	
4	Review meetings	2	16	16		16		16				8				4	78	
5	Meet with Building Official	1	8			8		8								1	26	
6	Develop drawings to 95%		40	64	80	60	16	60	16		80	120		16			552	
7	Quality control review	1	16		4	4	4	4	4					4		1	42	
8	Prepare cost estimate	1	4		1	2	1	2	1					1			13	
9	Finalize DD	1	8	4	8	8	4	8	4		16	16					77	
TOTAL HOURS		10	164	148	181	170	53	170	53	0	184	264	12	53	8	0	8	1478
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57	
SUBTOTAL SERVICES COST		\$1,950	\$27,060	\$18,352	\$23,349	\$24,480	\$7,632	\$24,480	\$7,632	\$0	\$15,088	\$21,648	\$984	\$8,215	\$992	\$0	\$456	\$182,318
Timmons Group - Prepare Documents																	\$3,740	
Downey & Scott																	\$8,779	
Reproduction Cost - 4 sets of Design Development Submission at \$75 each = \$300																	\$300	
TOTAL DESIGN DEVELOPMENT COST																	\$194,837	
CONSTRUCTION DOCUMENTS																		
1	Develop working dwgs to 35%/site visit		32	40	60	40	32	40	32		60	80		64			480	
2	Review meetings	1	24			12		12				8				2	59	
3	Prepare working drawings to 70%		32	40	80	40	32	40	32		60	80		64			500	
4	Prepare specifications		8	8	24	24	8	24	8					24	80		208	
5	Finalize drawings		32	40	80	40	32	40	32		60	80		64			500	
6	Quality control review/incorporate		40	4	4	8	2	8	2		8	8				1	85	
7	Update detailed cost estimate	1	4		1	2	1	2	1					1			13	
8	Assist w/ regulatory submission/appr	1	16	8	2	8	2	8	2					2		2	51	
9	Prepare bidding documents	2	16															

August 10, 2017

HOURS																				
	PRIN	SR PROJ MGR	ARCHT	SR STR ENGR	SR MECH ENGR	SR PLUMB ENGR	SR ELEC ENG	SR FIRE PROT ENGR	SUST COORD	ARCH TECH	ENGR TECH	INTER DES	SEC/DET SPEC	SPEC WRTR	CONSTR ADMIN	ADMIN	TOTAL			
BIDDING																				
1	Advertise for bids/ distribute bid docs															1	1			
2	Conduct pre-bid conference		4														4			
3	Evaluate proposed substitutions		2	2	2	2	2											9		
4	1	16	8	2	8	2	8							1	1	4	51			
5	Assist in receiving bids		4														4			
6	1	2														1	4			
7	Assist in preparing constr contract		2														2	4		
TOTAL HOURS		2	30	10	2	10	2	10	0	0	0	0	0	1	2	0	8	77		
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57	\$141		
SUBTOTAL SERVICES COST		\$390	\$4,950	\$1,240	\$258	\$1,440	\$288	\$1,440	\$0	\$0	\$0	\$0	\$0	\$155	\$248	\$0	\$456	\$10,865		
Timmons Group																		\$5,880		
TOTAL BIDDING COST																		\$16,745		
CONSTRUCTION ADMINISTRATION																				
1	Conduct pre-construction conference		8														8	2	18	
2	Review Contractor's submittals		12	24	24	24	4	24	2					2	4	2	40	8	170	
3	Review materials testing results			16														8	2	26
4	Site visits/progress meetings (24)		12	36	24	12	24	8							16	192	24	348		
5	4	40	40	24	40	2	40	2					2	16	120	16	346			
6	Prepare RFPs / administer chg orders		8	16	8	16	2	16	2							60	6	134		
7	Review Contractor's pay requests		2	2	2	2	2							2	24	6	40			
8	Conduct punch list reviews			12	12	12	12							16	16	8	76			
9	Assist with facility start up				16	8	4							4	16	48				
10	Certify Substantial Completion																6	1	7	
11	Assemble closeout docs / warranties			4	4	2	4							4	16	4	38			
12	Recommend final payment to Contr																2	1	3	
TOTAL HOURS		4	82	84	122	138	22	130	18	0	0	0	4	62	2	508	78	1,254		
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57	\$130		
SUBTOTAL SERVICES COST		\$780	\$13,530	\$10,416	\$15,738	\$19,872	\$3,168	\$18,720	\$2,592	\$0	\$0	\$0	\$328	\$9,610	\$248	\$62,992	\$4,446	\$162,440		
Timmons Group																		\$14,585		
TOTAL CONSTRUCTION ADMINISTRATION COST																		\$177,025		

August 10, 2017

HOURS																					
	PRIN	SR PROJ MGR	ARCHT	SR STR ENGR	SR MECH ENGR	SR PLUMB ENGR	SR ELEC ENG	SR FIRE PROTECTI ON ENGR	SUST COORD	ARCH TECH	ENGR TECH	INTER DES	SEC/DET SPEC	SPEC WRTR	CONSTR ADMIN	ADMIN	TOTAL				
INTERIOR DESIGN FOR FURNITURE																					
1	Inventory furniture to be reused												12				12				
2	Prepare furniture layout			2													8				10
3	Meeting to review furniture layout			4													6				10
4	Revise layout/prepare prelim furniture selections												8				8				
5	Develop furniture budget												2				2				
6	Meeting to finalize furniture selections			4													6				10
7	Revise dwgs and select furniture finishes												8				8				
8	Meeting to select furniture finishes			4													6				10
9	Revise drawings/produce install drawings												8				8				
10	Prepare specifications												8				8				
11	Revise furniture budget												2				2				
12	Prepare bid/purchasing package												8				8				
13	Prepare bidding advertise/solicit proposals												4				4				
14	Respond to bidder/vendor questions												8				8				
15	Attend bid opng/receive proposals/review												4				4				
16	Prepare furniture binder												12				12				
17	Schedule installations												8				8				
18	Furniture punchlist (2 visits)												12				12				
19	Communication for punchlist resolution												6				6				
20	Backpunch (1 visit)												6				6				
TOTAL HOURS		0	0	14	0	0	0	0	0	0	0	142	0	0	0	0	156				
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57				
SUBTOTAL SERVICES COST		\$0	\$0	\$1,736	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,644	\$0	\$0	\$0	\$13,380				
TOTAL INTERIOR DESIGN COST																	\$13,380				
SPECIAL INSPECTION SERVICES																					
1	Special Inspections																	0			
NOT INCLUDED - TO BE PROVIDED UNDER A REQUEST FOR ADDITIONAL SERVICES																					
TOTAL HOURS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
HOURLY RATE		\$195	\$165	\$124	\$129	\$144	\$144	\$144	\$144	\$108	\$82	\$82	\$82	\$155	\$124	\$124	\$57				
SUBTOTAL SERVICES COST		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
ECS Services for Special Inspections Scoping																	\$1,500				
TOTAL SPECIAL INSPECTIONS COST																	\$1,500				



**PROPOSAL FOR
SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING SERVICES
SPOTSYLVANIA JUDICIAL CENTER ADDITION
SPOTSYLVANIA COUNTY, VIRGINIA
ECS PROPOSAL NO. 05:7899-GP
FOR
SPOTSYLVANIA COUNTY
C/O MOSELEY ARCHITECTS
NOVEMBER 16, 2016**



November 16, 2016

Spotsylvania County
c/o Mr. Anthony Bell, AIA
Moseley Architects
3200 Norfolk Street
Richmond, Virginia 23230

ECS Proposal No. 05:7899-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Judicial Center Addition
Spotsylvania County, Virginia

Dear Mr. Bell:

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present the following unit price and estimated total cost proposal for providing subsurface exploration and geotechnical engineering services for the proposed addition. In preparing this proposal we have visited the site and reviewed the geotechnical study prepared by Froehling & Robinson, Inc. (F&R) dated October 2007.

We understand the scope to include the construction of an approximately 32,860 total square foot, 3-story addition to the existing Judicial Center. It is understood that the lowest level of the structure will be a basement level at EL. 298.75 matching that of the adjacent structures.

For the purposes of this study, we have utilized the anticipated maximum column loading noted in the F&R report of 370 kips. We have assumed maximum wall loads will be on the order of 4 kips per linear foot.

F&R performed two soil borings within the footprint of the proposed addition. The purpose of this study is to supplement the borings already performed. An additional two borings has been suggested along the south wall of the addition. Although this would be ideal, the existing generator/utility pad, trees, and storm line will preclude drilling at the southeast corner of the structure. Therefore, we propose one boring along the south building line and a second boring closer to the existing structure along the north wall of the addition, centrally located.

Due to the existing facility and the location of the generator/utility pad, we have included the cost of a private utility locator in our estimate. If the facilities manager is aware of the location of utilities, ECS would like to meet in order to have those utilities marked.

Scope of Services - Subsurface Exploration

We propose to perform a total of two soil borings within the footprint of the proposed addition to depths of 35 feet below the existing site grades. Upon completion of drilling operations, the samples will be returned to our laboratory in Fredericksburg, Virginia for further identification

and testing, followed by the preparation of a written engineering report. The engineering report will include the following items:

- a. Information on site conditions including surface drainage, geologic information and special site features.
- b. Description of the field exploration and laboratory tests performed.
- c. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers. A site location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
- d. Recommendations for allowable soil bearing pressure for conventional spread footing foundations and estimates of predicted foundation settlement. This will include specific project information and design loads provided by your office and/or the structural engineer.
- e. Recommendations for lateral earth pressures likely to develop on below grade walls and recommendations for perimeter and underdrainage systems of below grade walls.
- f. Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill. We will also include compaction requirements and suitable material guidelines.
- g. Measurement of the topsoil/asphalt thickness at each boring location and notation of this information on the boring logs and in the text of the report.
- h. Estimated subgrade modulus for design of the lowest level slab.
- i. If requested, we will provide additional consultation and engineering analysis for you on other problems related to performance of the structure and subsurface conditions at the unit rates outlined in this proposal.

Cost Estimate

				QTY.	TOTAL UNIT	UNIT RATE	COST
FIELD EXPLORATION:							
1460	Boring Layout	2	hours			\$90.00 /hour	\$180.00
1520	Drilling/Utility Coordination	2	hours			\$90.00 / hour	\$180.00
9013	Private Utility Locator	1	lump sum			\$500.00 each	\$500.00
9000	Drill Rig Mobilization (Truck)	1	lump sum			\$600.00 each	\$600.00
9020	Drilling Borings (0'-40')	2	borings	70	tlf	\$12.00 /lf.	\$840.00
9015	Patching Materials	2	borings			\$30.00 /boring	\$60.00
Field Exploration Subtotal:							\$2,360.00



LABORATORY TESTING:

4000	Visual Classifications	20	samples	\$4.00	/sample	\$80.00
4100	Moisture Content Tests	5	tests	\$6.00	/test	\$30.00
4300	Atterberg Limits Tests	2	tests	\$65.00	/test	\$130.00
4450	Gradation Analysis, #200 wash	2	tests	\$70.00	/test	\$140.00

Laboratory Testing Subtotal: \$380.00

ENGINEERING SERVICES:

1920	Engineering Report	1	lump sum	\$1,200.00	each	\$1,200.00
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Engineering Services Subtotal: \$1,200.00

ESTIMATED TOTAL COST: \$3,940.00

Schedule

We are prepared to mobilize onto the site within one to two weeks after authorization to proceed. We anticipate that drilling operations will require approximately one day, and that laboratory testing after drilling is completed will require approximately 7 days. Therefore, from authorization to report submission could take as long as four to five weeks. If a shorter turnaround time is required, please contact our office and we will try to accommodate your schedule.

Miss Utility and Restoration

We will contact Miss Utility to locate underground utilities at the site; however, our experience indicates that Miss Utility will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test boring locations in order to avoid any underground utilities indicated by the Miss Utility locating system. We have included the cost of a private utility locator to assist in locating utilities on the property.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had great success in avoiding utility contact by augmenting the Miss Utility services with a private locator service. Private locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).



We will backfill each of the borings with the excavated soil. In grassy areas, the excess spoils will be mounded over the excavation. In pavement areas, the borehole will be backfilled with auger cuttings and cold patched at the surface. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to, grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Closing

If other items are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you should be informed of our intentions for both your review and authorization.

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service." These conditions represent the current recommendations of the ASFE, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,
ECS Mid-Atlantic, LLC



Ryan J. Hysong
Project Manager



Kathryn M. Freiburger, P.E.
Principal Engineer

cc: Mr. Jesse Beavon, Spotsylvania County

Enclosures: Terms and Conditions of Service

ENG\sec I:\Geotechnical\Proposals\7500-7999\7899-GP Spotsylvania Judicial Center Addition\7899-GP.doc





AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Mid-Atlantic, LLC
915 Maple Grove Dr., Suite 100
Fredericksburg, VA 22407

Phone: (540) 785-6100
Fax: (540) 785-3577

EXHIBIT B

ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

Project Name:	Spotsylvania Judicial Center – Consulting	ECS Project No:	
Street Address:	Judicial Center Lane	ECS Proposal	05:7900-CP
City, State:	Spotsylvania County, Virginia	Zip Code:	22553

CLIENT INVOICE INFORMATION

Firm:	Spotsylvania County	Attn:	Mr. Jesse Beavon
Mailing	8800 Courthouse Road	Phone:	540-507-7702
City, State:	Spotsylvania, Virginia	Zip Code:	22553

PROPOSED SCOPE OF SERVICES *

- (X) Plan Review
(X) Special Inspections Scoping, Meetings, Conference Calls

Estimated Budget: \$1,500.00

PROFESSIONAL FEES

Engineering/Project Management Services


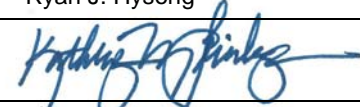
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|-----------------------|---------------|
| 1. Project Manager | \$95.00/hour |
| 2. Principal Engineer | \$150.00/hour |

Work Authorized By:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

For ECS Mid-Atlantic, LLC:

Signature:		Date:	11/16/2016
CMT Manager:	Ryan J. Hysong		
Signature:		Date:	11/16/2016
Principal:	Kathryn M. Freiburger, P.E.		



July 11, 2016

Mr. Anthony J. Bell III, AIA, LEED AP BD+C
Vice President
Moseley Architects
3200 Norfolk Street
Richmond, Virginia 23230

RE: Spotsylvania County – Government Complex (Judicial Center)

Dear Tony:

Thank you for the opportunity to again team with Moseley Architects on the Spotsylvania Judicial Center project. This project was started in 2007 but was placed on hold and updated last year with the recently completed feasibility study.

Although much of the design was previously performed, we are recommending that additional as-built survey field work, subsurface utility exploration, and confirmation of key design elements be performed at this time to make the project current. This confirmation also includes meeting with the Spotsylvania County Code Compliance Department (environmental section) to confirm that the project can be grandfathered under the old IIC stormwater regulations, which was assumed in preparing this fee proposal. We will also plan to convert CAD information to current CAD format should Moseley Architects elect to design the project in Revit.

Our proposal was also prepared in accordance with the term contract wage rates that you forwarded yesterday, and includes a detailed scope of services below which includes the investigative and confirmatory work noted above.

We look forward to the opportunity of working with you on this project.

If you have any questions, please feel free to contact me or Dave Barthol at 804-200-6594.

Sincerely,

Bruce McCloy, PE, LEED™ AP, DBIA
Principal

David T. Barthol, PE
Senior Project Manager

**SCOPE OF SERVICES
FOR
JUDICIAL CENTER ADDITION AND RENOVATION
LOCATED IN SPOTSYLVANIA COUNTY GOVERNMENT COMPLEX
SPOTSYLVANIA COUNTY, VIRGINIA**

The following outline details the scope of services and associated fees to be provided by Timmons Group for engineering and survey services.

FEE SUMMARY

Confirmation of existing program/ Schematic Design/ Design Development

Assumptions:

- One validation meeting with design partners and county staff.
- Project is grandfathered under the old stormwater regulation
- Underground Utility Locating/ As-Built surveys and confirmation of schematic and design development documents reveal minimal deviation from original plan.
- Minimal schematic design or design development submittals will be required.

Timmons Group shall confirm the previously prepared schematics and design development documents meet the owner's requirements as follows:

- Attend Program Verification/kick-off meeting with county staff and design team
- Meet with County Code Compliance staff to confirm stormwater management requirements.
- Meet with County review staff as needed to discuss restart and current project scope.
- Review existing available site information.
- Perform subsurface utility exploration
- Perform as-built survey

Surveying

Timmons Group shall provide Design/ As-Built Survey and Underground Utility Location Surveys as follows:

Design/ As-Built Survey

- Preparation of a field run topographical survey for a portion of Spotsylvania County Map PIN 47A-A-2. The survey limits are highlighted on attached map entitled "Judicial Center Feasibility Study".
- Surveyed features will include visible physical improvements; surface indications of utilities; and storm & sanitary sewer systems with invert data.

- Contours to be plotted at a 1' interval and a DTM will be provided.

Underground Utility Location Survey

- Designate and map underground facilities across that portion of the project site labeled SUE highlighted on attached map referenced above.
- Horizontal designation through geophysical methods defined as Quality Level "B" by the American Society of Civil Engineers (ASCE).
- The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access.
- Plastic and fiber optics lines without tracer wires may be un-locatable.
- This service does not include the use of ground penetrating radar.

Exclusions: sanitary & storm lines including laterals and roof drains; irrigation systems; and abandoned lines.

Construction Documents

Timmons Group shall prepare construction document services consisting of the following:

- Incorporate requested revisions into final plan.
- Pre-application coordination meeting with Spotsylvania County officials.
- Prepare site plan submittal package.
- County review process.
- Prepare and submit a Virginia Stormwater Management Program (VSMP) Registration Statement to the Virginia Department of Environmental Quality (DEQ). A Stormwater Pollution Prevention Plan (SWPPP) will be prepared per state regulations for management of stormwater discharges associated with construction activities. This work will be performed in accordance with the July 1, 2014 DEQ VAR-10 Permit requirements.

Bid Process

Timmons Group shall participate in the bid process as follows:

- Attend pre-bid conference
- Respond to bid inquiries
- Prepare Addenda

Construction Administration

Timmons Group shall perform construction administration as follows:

- Attendance at erosion control pre-construction conference.
- Progress meetings and site visits (anticipating 6 of each)
- Review of construction submittals, shop drawings, RFI.
- Review payment applications.
- Final review punchlist inspection and one backpunch review.

EXHIBIT B

- Preparation of record drawings from contractor mark-up.

SUMMARY OF FEES SPOTSYLVANIA JUDICIAL CENTER

BASIC SERVICES

Confirmation of existing Program/ Schematic Design	\$ 3,500
Design Development	\$ 3,740
Construction Documents	\$ 29,655
Bid Process	\$ 5,880
Construction Administration	\$ 14,585

ADDITIONAL SERVICES

Surveying Services	
- As-Built/ Design Topography	\$ 3,200
- Underground Utility Location	\$ 1,800
County Review Process	\$ 5,440
VSMP Permit Application	\$ 2,500
TOTAL	\$ 70,300

Items NOT included in this scope or services:

The following services will *not* be performed under this agreement. At the request of the client, these services can be added for an additional fee:

1. Submission Fees, including Spotsylvania County and state agencies.
2. Geotechnical Services
3. Traffic Control Plan.
4. Lighting Plan (assume this was installed with previous PPEA project)
5. Retaining Wall Design, if required.
6. Wetlands delineation, confirmation, permitting, perennial stream assessment.
7. ALTA survey, plats, construction staking.
8. Landscape design.
9. Irrigation design.
10. Off-site survey

Engineering Services Proposal for: **Spotsylvania Judicial Center 2014 Billing Rates**
Locality: **Spotsylvania county**
Prepared for: **Moseley Architects**
Date: **June 22, 2016**

BASIC SERVICES

TASK	Senior Principal	Principal	Sr Project Manager	Project Manager	Sr Project Engineer	Project Engineer III	Sr Designer	Project Engineer II	Designer	Project Engineer I	Engineer Technician	Services Outside 301/305	Task Total
Program Validation/Schematic													
Review Programming Documents													\$ -
One (1) Program Verification meeting w/ County DGS staff			3	3									\$ 1,095
Meeting w/ Public Works (Stormwater)			2	2									\$ 730
Develop conceptual layout				3			3	4		5		\$15	\$ 1,675
Document Program/ letter report													\$ -
Phase Total													\$ 3,500
Design Development													
Create Base Maps													\$ -
Review Local Ordinances and Regulations													\$ -
Adjacent Plan Research (beyond survey)													\$ -
Site Visit													\$ -
Preliminary Site Layout							2			3			\$ 470
Preliminary Utility Plan							1			3			\$ 370
Preliminary Grading Plan							1			3			\$ 370
Preliminary Drainage Plan							1			3			\$ 370
Preliminary SWM Plan and Calculations							1			3			\$ 370
Preliminary Erosion Control Plan and Details							1			3			\$ 370
Preliminary Phasing Plan and Narrative							1			3			\$ 370
Preliminary Erosion Control Plan										3			\$ 370
Team Coordination & Meetings (2 Owner meetings)				4									\$ 680
Opinion of Probable Construction Cost													\$ -
QA/QC													\$ -
Phase Total													\$ 3,740
Construction Documents													
Notes, Details, & Plan Sheets						5			3	5	4		\$ 1,625
Final Site Layout						6			8	8	15		\$ 3,220
Final Utility Plan, Details and Calculations						3			10	9	10		\$ 2,725
Final Detailed Grading Plan						9			9	14	20		\$ 4,545
Final Detailed Drainage Plan						9			10	12	15		\$ 4,125
Final SWM Plan and Calculations						7			10	7	10		\$ 3,105
Final Erosion Control Plan and Details						6			10	10	10		\$ 3,210
Final Phasing Plan and Narrative						6			7	6	4		\$ 2,200
Team Coordination & Meetings (1 Owner mtg)			4	4		3							\$ 1,865
QA/QC			4	4	1	6			2	3	3		\$ 3,035
Technical Specifications													\$ -
Review Geotechnical Report													\$ -
QA/QC													\$ -
Phase Total													\$ 29,655
County Review Process													
Pre-Application Meeting & Prep with County			4										\$ 680
Coordinate Submission Package			2						8				\$ 1,060
Instant Review Meeting with County			4										\$ 680
Additional Coordination with County Staff			4										\$ 680
Coordinate Site Plan Submission Package			2						8				\$ 1,060
Incorporate changes into revised plan									8		8		\$ 1,280
Phase Total													\$ 5,440
Bid Process													
Pre-Bid Conference			6										\$ 1,020
Respond to Bid Inquiries		2	8						4	4			\$ 2,430
Prepare Addenda		2	8						4	4			\$ 2,430
Phase Total													\$ 5,880
Construction Administration													
Pre-Construction Conference			4										\$ 680
Land Disturbance Permit Meeting On-site			2										\$ 340
Progress Mtg (6 meetings @ 4 hrs. each)			24										\$ 4,080
Site Visits (6 visits @ 4 hrs. each)			24										\$ 4,080
Review Submittals & Shop Drawings			6										\$ 1,020
Misc. CA (incl RFI/PCO Reviews)		1	4										\$ 875
Review Payment Applications (1hr/mo)		1	3										\$ 705
Final Review & Punchlist Inspection		1	4										\$ 875
Project Closeout (incl Backpunch Review)		1	3										\$ 705
Back Punch		1	2								5		\$ 885
Compilation of Contractor's Record Dwgs.			2										\$ 340
Phase Total													\$ 14,585
LEED Design and Documentation													
Initial LEED scorecard													\$ -
LEED plan prep (Signage details, etc.)													\$ -
LEED Credit Templates and Upload													\$ -
Revisions and Construction Credit upload													\$ -
Phase Total													\$ -
Landscape Services													
Schematic Landscape Design													\$ -
Final Landscape Design (County minimum)													\$ -
Coordination of Lighting Plan (lighting design/cut/seets/photometrics by manufacturer)													\$ -
Enhanced Landscape Design													To be quoted, if requested
Pre-Installation Meeting with Contractor, Site visit during construction, Final Inspection, 12-month Inspection													To be quoted, if requested
Phase Total													\$ -
Total (hr.)		17	128					0	125	82	104		
Rate (\$/hr.)	\$210	\$195	\$170	\$135	\$135	\$100	\$100	\$90	\$90	\$80	\$70		
Fee Totals		\$ 3,315	\$ 21,760					\$ -	\$ 11,250	\$ 6,560	\$ 7,280		\$ 62,800
Fee Totals (Basic Services)													\$ 62,800

EXHIBIT B

ADDITIONAL SERVICES		
Environmental Services		
Complete & Submit VSMP Permit Application & prepare SWPP Plan		\$ 2,500
	Phase Total	\$ 2,500
Survey Services		
Design Survey(As-Built)		\$ 3,200
Underground Utility Location		\$ 1,800
	Phase Total	\$ 5,000
Fee Totals (Additional Services)		
		\$ 7,500
Fee Totals (Basic and Additional Services)		
		\$ 70,300
Budget Allowances		
Expenses for Printing Plan Sets for Review Process		\$ -
DEQ VSMP Permit Application Fee		\$ -
DEQ VSMP Permit Transfer Fee		\$ -
POD application fee		\$ -
Landscape/Lighting Plan application fee		\$ -
Off-site survey (budget number, if required)		\$ -
	Phase Total	\$ -



6799 Kennedy Road Unit F, Warrenton Virginia 20187
 Phone (540) 347-5001, fax (540) 347-5021
 www.downeyscott.com

FEE PROPOSAL AND LETTER OF ENGAGEMENT

June 23, 2016

Moseley Architects
 3200 Norfolk Street
 Richmond, Virginia 23230

Attention: Tony Bell, AIA - Vice President
 Re: Fee Proposal and Letter of Engagement for Professional Services
 Project / Property: Judicial Center Renovation & Expansion - PHASE I
 Location: Spotsylvania County, VA
 Via: E Mail: tbell@moseleyarchitects.com

Dear Tony:

As a follow-up to your request, I am pleased to submit the following fee for the subject project.

A. Scope of Services: To provide professional Cost Engineering services for the Phase I shell build-out to include a courtroom, chambers, holding, restrooms, etc.

Note: Client budget is \$9.6M

B. Fees: Refer to the following table:

Construction Cost Estimating	Principal		Senior Cost Engineer		Arch / Struct Cost Engineer		Mechanical Cost Engineer		Electrical Cost Engineer		Civil Cost Engineer		Technician		Expen	Line Extension
Pre Construction Services	\$127.00	per hour	\$112.50	per hour	\$105.00	per hour	\$105.00	per hour	\$105.00	per hour	\$105.00	per hour	\$85.00	per hour	misc.	
Three (3) Deliverables																
1) Schematic Design	1	127	6	675	16	1,680	4	420	3	315	4	420	4	340	0	3,977
2) Design Development	2	254	10	1,125	34	3,570	12	1,260	10	1,050	8	840	8	680	0	8,779
3) Construction Documents	2	254	8	900	24	2,520	8	840	6	630	4	420	2	170	0	5,734
Subtotal of hours/fees	5	635	24	2,700	74	7,770	24	2,520	19	1,995	16	1,680	14	1,190	0	18,490
Total Pre-Construction Services																\$18,490

C. General Notes:

- Please allow two (2) weeks for us to perform our work for each submission
- We will include the costs of all Hard Construction Costs. Soft Cost and FF&E cost to be provided by others.
- We exclude any Construction Admin Services from this proposal.
- I will be the Project Manager and the point of contact for this project.
- We will transmit the data / report to you digitally. Printing costs for plans and specifications will be billed as needed.
- Payment Terms: Fee based on payment terms of net 30 days following the date of our delivery. However, interest will accrue (1.5%) after 45 days.
- We require one (1) electronic set of plans and specifications for each submission to perform our work.
- We exclude any retention to be withheld from progress payments. Upon completion of the deliverable, the amount of the submission will be billed and is due in total.
- If site visits are required, hourly rates will apply as well as mileage reimbursement at the current Federal rate.
- We exclude meeting time in our fee proposal and would propose if meetings are required they will be billed hourly.
- We exclude any HAZMAT abatement cost analysis.
- We exclude Value Engineering, however would be happy to provide an estimate for the service if required.
- Fee includes one (1) draft report and one (1) revision per deliverable. Any options or additional revisions will be completed on an hourly rate basis.

We appreciate the opportunity to work with you once again. Please do not hesitate to call if you need further assistance.

Sincerely,

Don 'D' Daigle

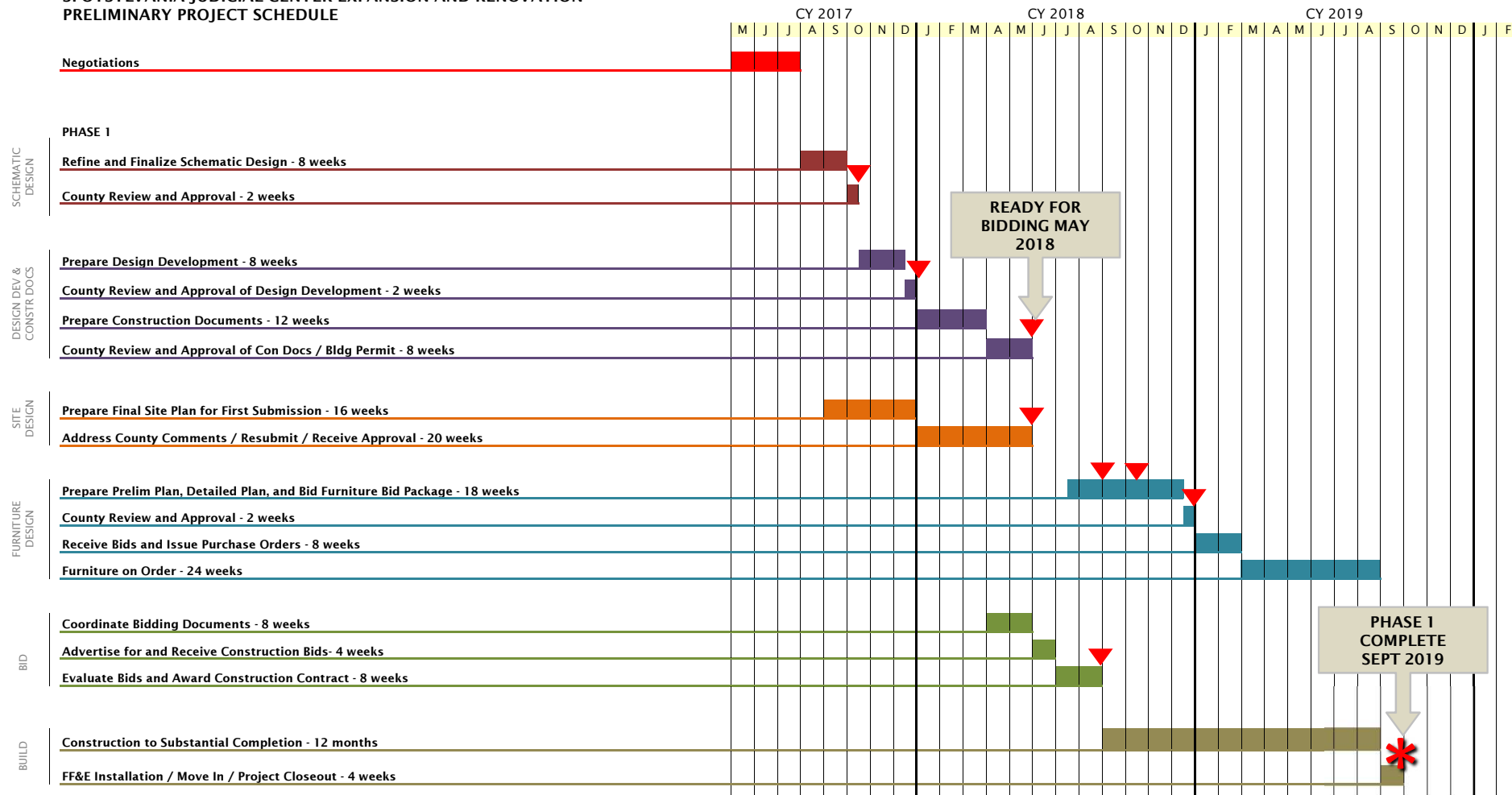
Don 'D' Daigle, CPE, AVS
 Downey & Scott, LLC
 Vice President

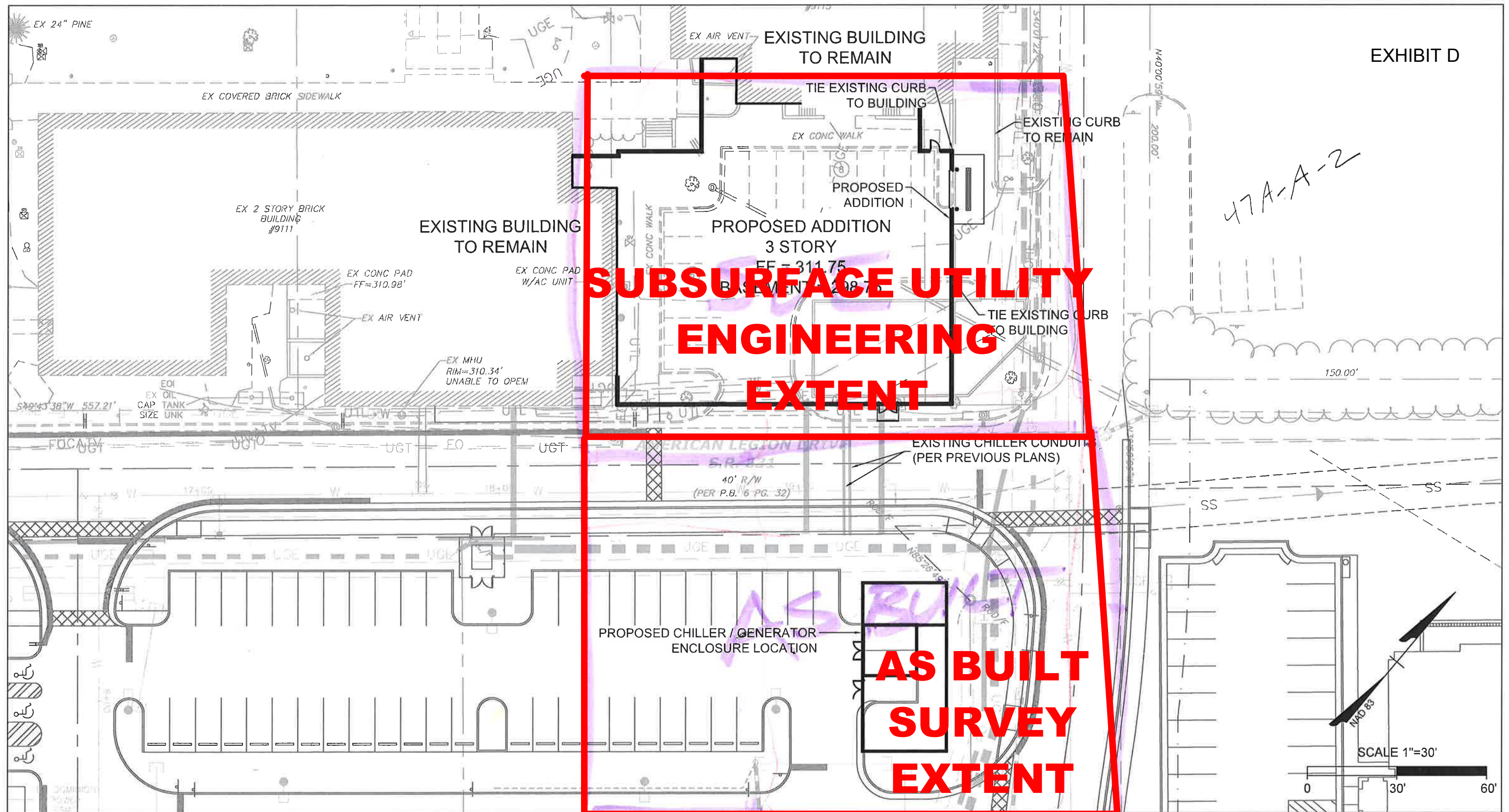
Accepted by [authorized signature]

Date

File

**SPOTSYLVANIA JUDICIAL CENTER EXPANSION AND RENOVATION
PRELIMINARY PROJECT SCHEDULE**





MOSELEYARCHITECTS

3200 NORFOLK STREET, RICHMOND, VA 23230
PHONE (804) 794-7555 FAX (804) 355-5690
MOSELEYARCHITECT.COM

Judicial Center Feasibility Study
County of Spotsylvania, Virginia

OPTION 1 - FULL ADDITION

C1.0

ARTICLE 1 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 1.1 The Architect's Basic Services consist of those described in this Exhibit and include usual and customary architectural, landscape architectural, structural, mechanical, civil, and electrical engineering services. Services not set forth in Article 1 are Additional Services.

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

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

§ 1.1.3 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. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

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

§ 1.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 1.1.6 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.

§ 1.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 1.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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.

§ 1.2.3 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 1.2.4 Based on the Project's 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.

§ 1.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 1.2.3.1 The Architect shall consider environmentally responsible design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services as an Additional Service.

§ 1.2.5.2 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.

§ 1.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 4.3.

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

§ 1.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 1.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 1.3.3 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 written approval.

§ 1.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 1.4.1 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 1.6.4.

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

§ 1.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (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.

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

§ 1.4.5 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 4.5, and request the Owner's approval.

§ 1.5 BIDDING PHASE SERVICES

§ 1.5.1 GENERAL

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

§ 1.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 1.6 CONSTRUCTION PHASE SERVICES

§ 1.6.1 GENERAL

§ 1.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the **General Conditions of the Contract for Construction** as modified and mutually agreed by the Owner and Architect. If the Owner and Contractor modify **the General Conditions** those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 1.6.1.3 Subject to Section 2.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 1.6.2 EVALUATIONS OF THE WORK

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

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

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

§ 1.6.2.4 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.

§ 1.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in **the General Conditions of the Contract for Construction**, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 1.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 1.6.1.1 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 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 1.6.4 SUBMITTALS

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

§ 1.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general 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 information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 1.6.4.3 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 Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, statements confirming performance and design criteria and approvals performed or provided by such design professionals.

§ 1.6.4.4 Subject to the provisions of Section 2.2, 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 requests for information.

§ 1.6.4.5 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.

§ 1.6.5 CHANGES IN THE WORK

§ 1.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 1.6.6 PROJECT COMPLETION

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

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

§ 1.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 1.6.6.4 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.

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

ARTICLE 2 ADDITIONAL SERVICES

§ 2.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated as the Architect's responsibility, and the Owner shall compensate the Architect as mutually agreed upon.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 2.1.1 Programming	Not Provided	
§ 2.1.2 Multiple preliminary designs	Not Provided	
§ 2.1.3 Measured drawings	Not Provided	
§ 2.1.4 Existing facilities surveys	Not Provided	
§ 2.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 2.1.6 Building information modeling	Not Provided	
§ 2.1.7 Civil engineering	Architect	
§ 2.1.8 Landscape design	Not Provided	
§ 2.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 2.1.11 Detailed cost estimating	Not Provided	
§ 2.1.12 On-site project representation	Not Provided	
§ 2.1.13 Conformed construction documents	Not Provided	
§ 2.1.14 As-designed record drawings	Not Provided	
§ 2.1.15 As-constructed record drawings	Not Provided	
§ 2.1.16 Post occupancy evaluation	Not Provided	
§ 2.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 2.1.18 Tenant-related services	Not Provided	
§ 2.1.19 Coordination of Owner's consultants	Not Provided	
	Architect	Architect will design empty conduit and back boxes for building communication systems.
§ 2.1.20 Telecommunications/data design		
§ 2.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 2.1.22 Commissioning (B211™–2007)	Not Provided	
§ 2.1.23 Extensive environmentally responsible design	Not Provided	
§ 2.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 2.1.25 Fast-track design services	Not Provided	
	Not Provided	
§ 2.1.26 Historic Preservation (B205™–2007)		
§ 2.1.27 Furniture Design (B253™–2007)	Architect	As an Additional Service; Refer to Article 2.2.1
§ 2.1.28 Energy Modeling	Not Provided	
§ 2.1.29 Life Cycle Cost Analysis and Energy Modeling as Design Tool	Not Provided	
§ 2.1.30 Special Inspection Scoping Services	Architect	As an Additional Service; Refer to Article 4.2.2
§ 2.1.31 Topographic and Utility Survey	Architect	As an Additional Service; Refer to Article 4.2.3
§ 2.1.32 Site Environmental Services	Architect	As an Additional Service; Refer to Article 4.2.4
§ 2.1.33 Geotechnical Investigation Services	Architect	As an Additional Service; Refer to Article 4.2.5

§ 2.2.1 FURNITURE DESIGN SERVICES OF ARCHITECT**§ 2.2.1.1 GENERAL**

§ 2.2.1.1.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2.1.1.2 The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture Design Services schedule with the Owner's Project schedule.

§ 2.2.1.1.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture Design Services.

§ 2.2.1.1.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.2.1.2 PROGRAMMING PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.2.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture requirements.

§ 2.2.1.2.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 2.2.1.2.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture requirements.

§ 2.2.1.2.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.2.1.4.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture.

§ 2.2.1.4.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

§ 2.2.1.4 SCHEMATIC DESIGN PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.4.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture of the Project, indicating types and quality.

§ 2.2.1.4.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture.

§ 2.2.1.4.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 2.2.1.4 DESIGN DEVELOPMENT PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.4.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 2.2.1.4.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.2.1.4.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.2.1.5 CONTRACT DOCUMENTS PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.5.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 2.2.1.5.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 2.2.1.6 QUOTATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.6.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture.

§ 2.2.1.6.2 The Architect shall assist the Owner in obtaining quotations for furniture.

§ 2.2.1.6.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.2.1.6.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.2.1.6.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.2.1.6.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.2.1.6.7 If the Owner and Architect agree that the Architect will purchase furniture on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such Additional Services shall be set forth in a separate agreement.

§ 2.2.1.7 CONTRACT ADMINISTRATION PHASE SERVICES OF ARCHITECT – FURNITURE DESIGN

§ 2.2.1.7.1 The Architect shall provide administration of the contracts for furniture as set forth below.

§ 2.2.1.7.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.2.1.7.3 The Architect shall review and approve or take other appropriate action upon a Vendor'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.

§ 2.2.1.7.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.

§ 2.2.1.7.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture is in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture.

§ 2.2.1.7.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 2.2.1.8 OWNER'S RESPONSIBILITIES – FURNITURE DESIGN SERVICES OF ARCHITECT

§ 2.2.1.8.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the lessor. The Owner shall provide information contained in the lease and lessor correspondence relevant to the Project.

§ 2.2.1.8.2 The Owner shall be responsible for the relocation or removal of existing furniture and the contents from the facility, otherwise provided in this Agreement.

§ 2.2.1.8.3 The Owner shall establish and update an overall budget for the furniture for the Project, and the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of this portion of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

§ 2.2.2 SPECIAL INSPECTION SCOPING SERVICES

§ 2.2.2.1 The Architect shall provide the Special Inspection Scoping Services for the Project. The Architect shall prepare and implement a Statement of Special Inspections (including Schedule of Special Inspections) in accordance with the requirements of the Virginia Uniform Statewide Building Code. Once the scope and schedule of the Project are determined at the completion of Construction Documents the Architect will submit a request for Additional Services to Owner for performance of the Special Inspections and Construction Testing Services required by the Virginia Uniform Statewide Building Code and coordination with the testing agency and laboratory throughout the Project and review and appropriate action with inspection and testing reports submitted by the testing agency. At completion of the Project, prepare and submit a Final Report of Special Inspections as required by the VUSBC for issuance of a Certificate of Occupancy.

§ 2.2.3 TOPOGRAPHIC AND UTILITY SERVICES

§ 2.2.3.1 The Architect shall provide Topographic and Utility Services for the Project. The Architect shall prepare a field run topographical survey for a portion of Spotsylvania County Map PIN 47A-A-2. Surveyed features will include visible physical improvements; surface indications of utilities; and storm & sanitary sewer systems with invert data. The Architect shall designate and map underground facilities. Horizontal designation through geophysical methods defined as Quality Level "B" by the American Society of Civil Engineers (ASCE). The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions

and manhole access. Plastic and fiber optics lines without tracer wires may be un-locatable. This service does not include the use of ground penetrating radar. This survey excludes sanitary and storm lines including laterals and roof drains; irrigation systems; and abandoned lines.

§ 2.2.4 SITE ENVIRONMENTAL SERVICES

§ 2.2.4.1 The Architect shall prepare and submit a Virginia Stormwater Management Program (VSMP) Registration Statement to the Virginia Department of Environmental Quality (DEQ). A Stormwater Pollution Prevention Plan (SWPPP) will be prepared per state regulations for management of stormwater discharges associated with construction activities. This work will be performed in accordance with the July 1, 2014 DEQ VAR-10 Permit requirements.

§ 2.2.5 GEOTECHNICAL INVESTIGATION SERVICES

§ 2.2.5.1 The Architect shall prepare a geotechnical investigation consisting of two (2) borings to supplement the Geotechnical Study prepared by Froehling & Robinson, Inc. dated October 2007.

§ 2.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 2.3 shall entitle the Architect to additional compensation and an appropriate adjustment in the Architect's schedule.

§ 2.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public hearing;
- .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 bidders or persons providing 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.

§ 2.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, the Architect may suspend performance of the Additional Services, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection 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) inspection for any portion of the Work to determine final completion

§ 2.3.4 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 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 the Owner's objectives, schedule, constraints and criteria, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 3.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 4.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.3 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.

§ 3.4 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 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.

§ 3.5 The Architect shall furnish services of geotechnical engineers, which will consist of test borings and determinations of soil bearing values with written report and appropriate recommendations, but will not include percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions.

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

§ 3.7 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.

§ 3.8 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.

§ 3.9 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.

§ 3.9.1 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any defect(s) or suspected defect(s) in the Architect's professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Owner shall include in the Owner/Contractor Agreement a similar notification requirement on the part of the Contractor. Failure by the Owner or the Contractor to promptly notify the Architect in writing of the discovery or suspicion of such defect(s) shall relieve the Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Owner and/or Contractor had given prompt notification to the Architect when such defect(s) were first discovered or suspected by the Owner and/or Contractor, and the Architect had promptly corrected such defects.

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

§ 3.11 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.

§ 3.12 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.

§ 3.13 The Owner shall advise and provide to the Architect specification criteria that identify those chemicals or substances that the Owner desires the Architect to avoid when specifying products to be included in the improvements being designed for the Owner. The Architect shall endeavor to specify products from manufacturers that have made information disclosing product contents publically available, and shall further endeavor, based solely on a review of the information furnished by the manufacturers and material suppliers, to avoid specifying products that contain the substances identified by the Owner. The Architect shall be entitled to rely exclusively on information furnished by manufacturers and material suppliers. The Owner acknowledges that the Architect does not possess the expertise to assess the environmental and human health impacts of varying types and quantities of substances contained in building products and acknowledges that it is not relying upon the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Accordingly, the Owner warrants that it will retain a chemist, toxicologist, or other qualified professional to determine the environmental and human health impacts of varying types and quantities of substances contained in building products or to make other assessments required by the Owner.

§ 3.14 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all

relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 3.15 If the Owner chooses to retain an Owner Representative ("OR") for the Project, the Owner shall provide to the Architect, in writing, a list of duties, responsibilities and authority ("DR&A list") the OR has been assigned by the Owner. In the event the Owner makes any changes to the OR DR&A list, the Owner shall notify the Architect, in writing, in a timely manner. The Architect shall be entitled to rely solely upon the OR's decisions and directions as the all items listed in the DR&A list.

§ 3.13.1 The Architect shall be entitled to rely upon the proper performance by the OR of the items on the DR&A list and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR that are in conflict with the DR&A.

§ 3.15.2 If any Owner-directed change to the OR's DR&A list result in additional time or expense in order for the Architect to prepare, coordinate or respond to changes to the plans or specifications, the Architect shall be entitled to an equitable adjustment in fees and schedule for the performance of these Additional Services.

ARTICLE 4 COST OF THE WORK

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

§ 4.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 3.2, 4.4 and 4.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 4.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 2.

§ 4.4 If the Bidding or Negotiation 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.

§ 4.5 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.

§ 4.6 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 the Spotsylvania County Contract Agreement for Professional Services Contract #14-12-46-02;
- .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.

§ 4.7 If the Owner chooses to proceed under Section 4.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 4.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 4.

§ 4.8 Inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing building which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Contractual Claims and disputes shall be conducted in accordance with the Spotsylvania County Contract Agreement for Professional Services Contract #14-12-46-02.

§ 5.1.1 The Owner and Architect shall commence all claims and causes of action including indemnity, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 5.1.1.

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

§ 5.1.3 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.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 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. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph

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

ARTICLE 7 COMPENSATION

§ 7.1 Compensation for each phase of services shall be as described in the Architect's proposal **dated August 10, 2017**.

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

- .1 Transportation and authorized out-of-town travel and subsistence; other than to Spotsylvania County;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents with the exception of the reproduction costs for four (4) sets of documents at Schematic Design, four (4) sets of documents at Design Development, and ten (10) sets of documents at Construction Documents for Owner and Building Permit Submission;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner (unless specifically included in Basic Services);
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 Site office expenses; and
9. Other similar Project-related expenditures.

§ 7.3 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.