

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 11th day of October 2022, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Stais Architecture & Interiors, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project" or the "Scope of Services." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before March 31, 2022. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

ARTICLE II **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or

furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Jeff Goble, Public Works Director; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or

materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Jeff Goble, Public Works Director

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on March 31, 2022, or (c) upon FRISCO providing CONTRACTOR with seven (7) days advance written notice, whichever occurs first. After termination, FRISCO shall pay CONTRACTOR for all work previously authorized and completed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached this Agreement, FRISCO shall have any remedy or right of set-off available at law and equity. If this Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by FRISCO thereafter shall be at FRISCO's sole risk, unless otherwise consented to by CONTRACTOR. This Agreement may be terminated by CONTRACTOR upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by FRISCO to perform in accordance with the terms in this Agreement. In the event of such termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by

United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

CONTRACTOR:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Jeff Goble, Public Works Director
Electronic mail: jeffg@townoffrisco.com

Attn: _____
Electronic mail: _____

ARTICLE III **RESPONSIBILITIES OF FRISCO**

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV

COMPENSATION FOR SERVICES

Section 4.1 Compensation: CONTRACTOR shall be compensated for services as described in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V

PROHIBITION ON EMPLOYING OR CONTRACTING WITH WORKERS WITHOUT AUTHORIZATION

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with a worker without authorization, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the worker

without authorization; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Section 5.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____

Name: Hunter Mortensen

Title: Mayor, Town of Frisco

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

ATTACHMENT A

SCOPE OF WORK

Scope of Site Work

Site work is expected to encompass the entire subject property and perhaps extend to the curb line of existing streets. We look forward to receiving current topographical survey information as a start point for our work.

Norris Design will lead site design and community outreach scope, which will include:

Task 1 – Data Gathering, Inventory and Analysis

- Attend (2-3) meetings with advisory group and town staff
- Attend (2-3) stakeholder interviews
- Review previous drawings.
- Review guiding town documents, such as the Strategic Master Plan.
- Develop a site analysis diagram of site.

Task 2 – Community Outreach

- Develop presentation material (draft plans and supportive exhibits) for Town Hall Grounds – ND to prepare 2-3 illustrative graphics of draft plans for grounds. Note: 3D visualizations are not included in current scope of work.
- Prepare for Community Meeting
- Attend (1-2) meetings with internal design team and staff to prepare for meeting.
- Attend and facilitate (1) Community Open House.
- Attend (1) Town Council meeting to review draft Concept Plan(s).
- Develop summary document for Community Outreach.

Task 3 – Master Plan

- Develop 2-3 draft master plans (draft master plans to be used to support Task2 – Community Outreach)
- Attend (4-5) meetings with advisory group and design team.
- Assist design team in preparing text, images, sketches, and plans for final master plan. Assumes SAI will compile and complete final master plan document.
- Provide final illustrative plan graphics of grounds master plan.

- Develop 2-3 supportive diagrams, documents for master plan.
- Provide a summary of community outreach efforts for Master Plan Document.
- Assist in preparing probable construction costs.
- Attend (1) Town Council to present final master plan.

Tetra Tech will lead civil engineering scope, which will include:

Task 1.1 – Project Kick-Off Meeting

This task includes a project kick-off meeting with SAI and Town of Frisco at the beginning of the project. The kick-off meeting will be held on site so that the project team can complete a site visit to review existing conditions of the site. This will be a valuable time to discuss opportunities and constraints that may exist or may be considered as the master plan is developed. We will review the proposed project with the team, discuss initial ideas about the project, project schedule, team roles, points of contact for the project, and overall project goals. It is assumed that the meeting minutes will be prepared and distributed by SAI.

Task 1.2 – Base Map Information

The Town of Frisco will be providing a project base map for the project site completed by a registered surveyor. The base map survey shall include property lines, easements, topography, utilities, structures, surface features, wetlands, and surrounding Town Streets. This task includes setting up base map files for the project in CAD format based on the existing conditions base map provided.

Task 2.1 – Conceptual Civil Site Planning

Tetra Tech will review conceptual plans prepared by SAI for the site improvements, and provide civil engineering input to the site plan. This task includes review of modifications to parking, driveway access locations, bike accessibility, and provide input for access routes for delivery trucks or other critical design vehicles. It is anticipated some modifications to the existing parking or walkways along the perimeter of the site will be required as part of the site plan options.

Task 2.2 – Stormwater Planning

This task will include review of the proposed conceptual plans for the site, and provide recommendations to address stormwater on the site. Potential improvements may include some on-site stormwater features to for water quality treatment, or use of landscape to promote infiltration on the site.

Task 2.3 – Sustainability Planning

The existing site around the Town Hall includes irrigated lawn areas, and the Town has identified a goal to reduce irrigation and water use on the site. Tetra Tech will provide recommendations to the project team regarding site finishes to reduce irrigation use, promote infiltration and strategies to utilize stormwater on site. This task will also include discussion of other sustainable goals that may work well for the site, including the option of EV charging stations and their locations.

Task 3.1 – Civil Site Plan

The conceptual level civil site plan will be prepared for the Town Hall site including any anticipated additions to the Town Hall, demolition of existing structures, revisions to site access driveways, parking, and site walkways. The site plan will also indicate reserved parking areas for accessible vehicles, EV charging stations and bicycle access. Information will include critical dimensions for parking, access drives, surfacing and access points to the project site.

Task 3.2 – Conceptual Grading & Drainage Plan

A conceptual level grading and drainage plan will be prepared for the proposed site improvements. The grading information will include spot elevations at the critical points across the site, structure entry points, and connections points around the site to confirm feasibility that the site improvements have reasonable grades for safe and compliant access. The plan will also show conceptual level drainage elements including directions of drainage flows, key stormwater and water quality features.

Scope of Facility Work

The RFP states that the existing building size is approximately 16,000 square feet. Our proposal includes time to verify existing conditions and create a basic Building Information Model (AIA level LOD-100) using AutoDESK Revit software.

SAI will lead architectural scope, which will include:

- Staff interviews to determine desired project program for current and future needs.
- Collaboration with Town staff to determine project program (client approval needed before start of design work).
- Up to three design options for working group review.
- Illustrative plans and renderings for up to three design options for presentation at Community Open House (limited to architectural & landscape only; civil, structural, MEP not included).
- Town Council presentation of three options and results of Open House (fall 2022).
- Further development of preferred design option for preliminary construction budgeting.

- Compilation of final Master Plan document outlining project goals, site analysis, programming, preferred conceptual design, preliminary construction budgets and key remaining decisions points for Town Council presentation
- Preparation, coordination with Town staff and attendance at one Town Council meeting, either in person or virtual (winter/spring 2023).

Please note that this proposal includes two presentations to Town Council, rather than one as stipulated in the RFP. We believe it will be beneficial to get Council's input after the Open House, as well as final presentation of the Master Plan.

G3 Engineering will lead structural engineering scope, which includes 3,000 sq ft of remodeling to existing structure and 3,000 sq ft of building expansion:

- Assessment of existing building conditions and follow up report.
- Memo of proposed structural systems for preliminary construction budgeting.

Bighorn Consulting Engineers will lead MEP (mechanical, electrical, plumbing) scope, which will include:

- Assessment of existing building conditions and follow up report.
- Conceptual design of proposed MEP design options (up to three, maximum).
- Preliminary energy model of proposed MEP design options (up to three, maximum).
- Memo of proposed MEP systems for preliminary construction budgeting.

Construction Cost Estimating

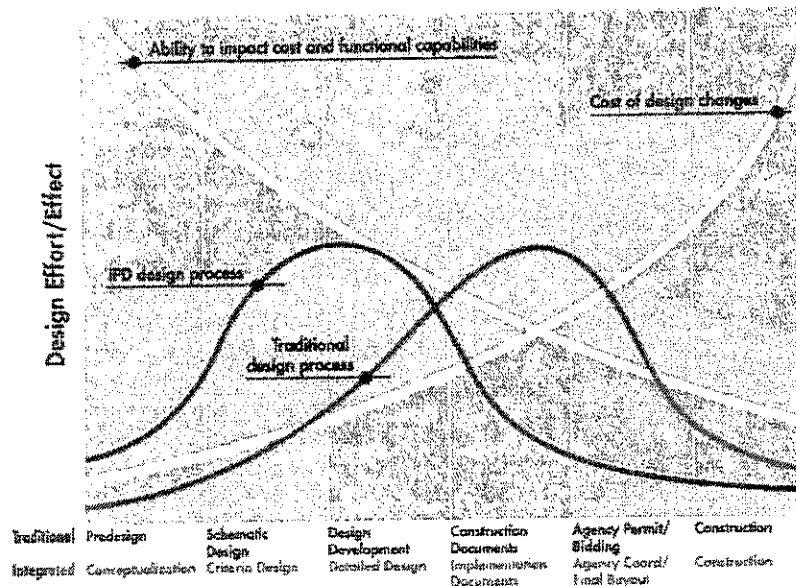
MW Golden Constructors will lead the cost estimating efforts for our team. They are a knowledgeable company with extensive local experience, including the Police Department renovation project currently underway for this facility.

They will provide a line item cost estimate for the preferred design scheme at the conclusion of the master plan. please note that cost estimates for the preliminary three schemes are not included in scope at this time.

Integrated Sustainability

Sustainable design should, and, we believe, must be considered at the outset of a project, not slapped on at the end to satisfy outside interests or make the project artificially greener. Though every project cannot achieve LEED certification, we know that each project will benefit from informed discussions on sustainability to help establish design priorities and make intelligent decisions. Norris Design and other design team members share our commitment to thoughtful considerations of sustainable design ideas and balancing them against project priorities and budget.

The MacLeamy Curve



Energy modeling of preferred design scheme is included within project scope to better understand options for optimizing efficiency of mechanical and electrical systems and increasing user comfort. We've had success on recent comparable projects using this approach.

Town pursuit of LEED or Green Globes certification is not included in project scope at this time, but we would be happy to discuss this possibility if the Town desires to.

Local Presence

The final piece of our project approach is the local angle that we bring to the project. Much like you, we've lived here in Summit County long enough to innately understand the necessity of planning for the weather, the seasons, and the way of life around these parts.

Our 30 plus years of local experience, knowledge and understanding will provide value to the Town through design, construction and beyond, including future expansion if the Town decides to go that route. We love Frisco and expect to be here for the duration.

Thank you for your consideration.

ATTACHMENT B
COMPENSATION

design fees and terms

We attempt to keep design fees as low as possible while providing first rate design services. Our integrated design approach is central to achieving efficiencies by listening and understanding the scope of work from the outset of the project, then tailoring SAI and consultant services to best suit client requirements.

We propose to **invoice for design fees on an hourly basis** with these figures considered maximum 'not to exceed' amounts for budgeting and contract purposes. With efficient team and client communications, final fees will often be below these thresholds.

design fee by discipline:	amount
architectural & general	\$28,800
landscape architecture	\$26,275
civil engineering	\$14,080
structural engineering	\$3,000
MEP engineering	\$6,500
energy modeling	\$5,000
cost estimating	\$5,000
maximum base fee:	\$88,655

Quite often we can find ways to achieve additional efficiencies in scope and fees to meet your project needs, so don't hesitate to discuss any additional questions or requirements you may have.

Reimbursable expenses (such as blueprints, photos, phone calls, and the like) will be billed in addition to the basic compensation per the Supplemental Conditions. This is standard architectural practice. These expenses vary due to specific project requirements but generally can be estimated at 5% of the base fee for budgeting purposes.

Also included is our 'Supplemental Conditions to the SAI Standard Agreement for Services', dated 1 September 2022, which is included as an exhibit to this proposal.

article 1 : billing procedures

1.1 Standard billing rates for Stais Architecture & Interiors (hereinafter referred to as SAI) personnel:

.1	Principal Architect:	\$225.00 per hour
.2	Project Architect:	\$160.00 per hour
.3	Architectural Staff Level 3:	\$125.00 per hour
.4	Architectural Staff Level 2:	\$105.00 per hour
.5	Architectural Staff Level 1:	\$85.00 per hour
.6	Senior Interior Designer:	\$160.00 per hour
.7	Interiors Staff Level 3:	\$125.00 per hour
.7	Interiors Staff Level 2:	\$105.00 per hour
.8	Interiors Staff Level 1:	\$85.00 per hour
.9	Administrative Staff Level 2:	\$85.00 per hour
.10	Administrative Staff Level 1:	\$60.00 per hour
.11	SAI shall determine billing rates for SAI personnel.	

1.2 Consultants arranged for and billed through SAI (if not included in basic services) shall be billed in addition to compensation for Basic Services, cost + 10%

1.3 Reimbursable expenses include expenses incurred by SAI in the interest of the project. Expenses shall be billed in addition to compensation for Basic Services, as follows, unless otherwise noted in this Agreement.

.1	All expenses, unless otherwise noted:	cost + 15%
.2	Computer plots and reproductions:	
	24x36 bond (B&W):	\$2.50 each
	24x36 bond (color):	\$5.00 each
	24x36 photo (color or B&W):	\$20.00 each
	8.5x11 photo (color or B&W):	\$10.00 each
		\$0.50 each
.3	Photographs:	per current IRS regulations
.4	Mileage:	

1.4 Initial payment is required prior to commencement of work and shall be applied against the final invoice for Basic Services per this Agreement. The initial payment shall be 10% of Basic Services amount or \$5,000.00, whichever is less, unless otherwise noted in this Agreement.

1.5 Invoices:

- .1 Invoices shall be sent on a monthly basis, unless otherwise determined by SAI.
- .2 Amount due for portions of this Agreement to be performed on an hourly basis shall be determined by SAI per rates and conditions outlined herein.
- .3 Amount due for lump sum portions of this Agreement shall be determined by SAI as the percentage of the work for project phase completed at that time.
- .4 Invoices are payable upon receipt by Client. Invoices thirty days past due shall be considered substantial nonperformance on the part of the Client and shall accrue interest at the rate of 1.75% per month from date of original invoice.

1.6 Overtime labor, performed at the request of the Client, shall be billed at 150% of standard rates.

1.7 Travel time for project-related tasks shall be billed at 50% of standard rates.

1.8 SAI shall be entitled to reimbursement for time and expenses incurred to collect any past due amounts, including attorney's fees, court costs, interest, and any other related expenses.

1.9 These Supplemental Conditions, including billing rates for labor and reimbursable expenses, shall be reviewed and adjusted on an annual basis.

article 2 : SAI services

2.1 The Scope of Work (also referred to as 'Basic Services') covered in this Agreement shall be limited to those items specifically outlined in SAI Agreement for Services for this project. Client acknowledges that changes in the Scope of Work may result in changes in compensation, based on the nature of the changes.

2.2 Work considered to be additional services shall be billed at standard rates in addition to basic compensation for the project.

2.3 If the Basic Services covered by this Agreement have not been completed within six months of the date hereof, through no fault of SAI, extension of the SAI services beyond that time shall be compensated as additional services, unless otherwise noted in this Agreement.

2.4 SAI services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. SAI makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

article 3 : client's responsibilities

- 3.1 SAI shall rely on the information provided by the Client. This includes surveys and drawings of existing conditions. In the event that such information changes, the Client agrees to promptly inform SAI.
- 3.2 The Client understands and agrees that time and communication are critical issues in any building project and that prudent decisions must be made in order to maintain the project schedule. Accordingly, the Client shall promptly approve the progress of the work at project milestones or as required by SAI for timely progress of SAI work.
- 3.3 Substantial revisions to the scope of work shall be accompanied by adequate revisions to the project budget, size, quality, and/or schedule.
- 3.4 Substantial revisions to the work after approval of pertinent project phase shall be considered additional services and billed as such.
- 3.5 In recognition of the relative risks, rewards and benefits of this Project to both the Client and SAI, the Client agrees that the total aggregate liability of SAI, its officers, employees, agents and consultants for negligent acts, errors and omissions shall not exceed \$50,000.00 or the amount of basic compensation for this project, whichever is less.

article 4 : ownership of designs and documents

- 4.1 All creative work, designs, drawings, specifications, calculations and computer files are instruments of service; as such they belong to and remain the property of SAI, and are protected under copyright law. SAI shall make copies for the Client's appropriate use on this project only. Unauthorized use for other projects is prohibited.
- 4.2 SAI will not be liable for any improper or illegal use of creative work, designs, drawings, specifications, or other instruments of service.
- 4.3 SAI will be allowed to utilize creative work, designs, drawings, specifications, calculations and computer files for SAI marketing purposes.

article 5 : dispute resolution

- 5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of SAI services, SAI may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 5.2 The Client and SAI shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 5.4 SAI and the Client 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 in accordance with Article 5 of these Conditions.
- 5.5 If the Client fails to make payments to SAI in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SAI option, cause for suspension of performance of services under this Agreement. If SAI elects to suspend services, prior to suspension of services, SAI shall give seven days written notice to the Client. In the event of suspension of services, SAI shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, SAI shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SAI services. SAI fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.6 If the Project is suspended or SAI services are suspended for more than 90 consecutive days, SAI may terminate this Agreement by giving not less than seven days' notice.
- 5.7 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 5.8 This Agreement may be terminated by the Client upon not less than seven days' written notice to SAI for the Owner's convenience and without cause.
- 5.9 In the event of termination not the fault of SAI, SAI shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.10.
- 5.10 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which SAI is not otherwise compensated, plus an amount for SAI profit on the value of services not performed by SAI.
- 5.11 This Agreement shall be governed by the law of the principal place of business of SAI, unless otherwise provided herein.
- 5.12 To the extent damages are covered by property insurance during construction, the Client and SAI 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 edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Client and SAI, 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.
- 5.13 The Client and SAI, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SAI shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Client's rights and obligations under this Agreement. SAI shall execute all consents reasonably required to facilitate such assignment.
- 5.14 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 Client or SAI.