

Res 648

Dane County Contract Cover Sheet

| | | | |
|---|---|---|---|
| Dept./Division | Department of Waste & Renewables | Contract # <small>Admin will assign</small> | 13667 |
| Vendor Name | Kueny Architects, LLC | Addendum | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Vendor MUNIS # | 23840 | Type of Contract | |
| Brief Contract Title/Description | Award of Contract for Shop Building Redesign at Dane County Landfill Site No. 2 (Rodefild). | <input checked="" type="checkbox"/> | Dane County Contract |
| Contract Term | December 31, 2019 | <input type="checkbox"/> | Grant |
| Total Contract Amount | \$ 31,930.00 | <input type="checkbox"/> | County Lessee |
| | | <input type="checkbox"/> | County Lessor |
| | | <input type="checkbox"/> | Intergovernmental |
| | | <input type="checkbox"/> | Purchase of Property |
| | | <input type="checkbox"/> | Property Sale |
| | | <input type="checkbox"/> | Other |

| | | |
|-----------------------------|---|------------------|
| Purchasing Authority | <input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required) | |
| | <input checked="" type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required) | |
| | <input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # 319023 |
| | <input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works) | |
| | <input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works) | |
| | <input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | |

| | | | | | | |
|-------------------|----------|----------|----------|-------|--------|--------------|
| MUNIS Req. | Org Code | SWRODFLD | Obj Code | 57801 | Amount | \$ 31,930.00 |
| Req # 1237 | Org Code | | Obj Code | | Amount | \$ |
| Year 2019 | Org Code | | Obj Code | | Amount | \$ |

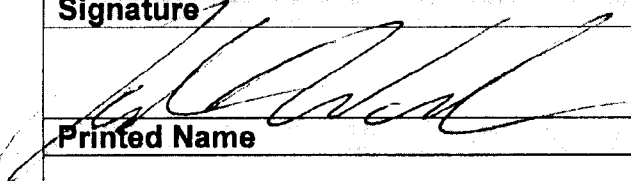
| | | | |
|--|---|--|------------------|
| Resolution <i>Required based on 40.08 OK</i> | A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet. | | |
| | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required. | | |
| | <input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. | | Res # 648 |
| | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | | Year 2018 |

| Contract Review/Approvals | | | | |
|---------------------------|---------------------|---------|----------|----------|
| Initials | Dept. | Date In | Date Out | Comments |
| <i>MG</i> | Received by DOA | 4/16/19 | | |
| <i>CC</i> | Controller | | 4/17/19 | |
| <i>PCP</i> | Purchasing | 4/16/19 | 4/16/19 | |
| <i>PCP</i> | Corporation Counsel | 4/18/19 | 4/19/19 | |
| <i>RM</i> | Risk Management | 4/17/19 | 4/18/19 | |
| | County Executive | | | |

| Dane County Dept. Contact Info | | Vendor Contact Info | |
|--------------------------------|---|---------------------|--|
| Name | Allison Rathsack | Name | Jon Wallenkamp |
| Phone # | 608-514-2319 | Phone # | 414-690-3197 |
| Email | Rathsack.Allison@countyofdane.com | Email | JonW@kuenyarch.com |
| Address | 1919 Alliant Energy Center Way Madison, WI 53713 | Address | 10505 Corporate Drive, Suite 100 Pleasant Prairie, WI 53158 |

| | |
|--|---|
| Certification: The attached contract is a: | |
| <input checked="" type="checkbox"/> | Dane County Contract <u>without</u> any modifications. |
| <input type="checkbox"/> | Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: |
| <input type="checkbox"/> | Non-standard contract. |

Contract Cover Sheet Signature

| Department Approval of Contract | | |
|---|--|-------------|
| Dept. Head / Authorized Designee | Signature | Date |
| |  | |
| | Printed Name | |
| | John Welch, Director of Waste and Renewables | |
| | | 4/16/19 |

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

| | | |
|---------------------------------------|------------------|-------------|
| Director of Administration | Signature | Date |
| | | |
| | Comments | |
| | | |
| Corporation Counsel | Signature | Date |
| | | |
| | Comments | |
| | | |

AWARD OF CONTRACT FOR
SHOP BUILDING REDESIGN

The Department of Waste & Renewables reports the receipt of quotes for Shop Building Redesign at Dane County Landfill Site No. 2, RFQ#319023.

A complete tabulation is on file at the Department of Waste & Renewables office. The lowest qualified quote is:

Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158

Total: \$31,930.00

The Waste & Renewables staff finds the amount to be reasonable and recommends the Contract be awarded to Kueny Architects, LLC.

There are sufficient funds available for this project. The term of the borrowing used to support this project will be 10 years.

NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to Kueny Architects, LLC in the amount of \$31,930.00; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Contract; and

BE IT FURTHER RESOLVED that the Department of Waste & Renewables be directed to ensure complete performance of the Contract; and

BE IT FINALLY RESOLVED that the Public Works & Transportation Committee shall approve all change orders to the Contract, subject to submission of change orders to the County Board for approval where the sum involves \$20,000 or more than 10% of the original approved Contract amount, whichever is smaller.

COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
TABLE OF CONTENTS

TABLE OF CONTENTS

SIGNATURE PAGE

| ARTICLES: | PAGE |
|--|------|
| 1. ARTICLE 1: SCOPE OF AGREEMENT..... | 1 |
| 2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED | 1 |
| 2.A. General: | 1 |
| 2.B. Study Phase: | 2 |
| 2.C. Schematic Design Phase:..... | 2 |
| 2.D. Design Development Phase:..... | 2 |
| 2.E. Construction Documents Phase:..... | 2 |
| 2.F. Bidding Phase:..... | 5 |
| 2.G. Construction Phase:..... | 5 |
| 3. ARTICLE 3: COUNTY'S RESPONSIBILITIES | 7 |
| 4. ARTICLE 4: COMPENSATION..... | 8 |
| 5. ARTICLE 5: ACCOUNTING RECORDS | 10 |
| 6. ARTICLE 6: TERMINATION OF AGREEMENT | 10 |
| 7. ARTICLE 7: OWNERSHIP OF DOCUMENTS..... | 10 |
| 8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION | 11 |
| 9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE | 11 |
| 10. ARTICLE 10: OTHER INSURANCE..... | 11 |
| 11. ARTICLE 11: MISCELLANEOUS PROVISIONS | 12 |
| 12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT | 12 |
| ATTACHMENT A - A/E QUOTE | |

COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: April 15, 2019
Project No.: RFO 319023
Agreement No.: 13667

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables, hereinafter referred to as "COUNTY", and Kueny Architects, LLC, 10505 Corporate Drive, Suite 100, Pleasant Prairie, Wisconsin, 53158, hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

Shop Building Redesign at Dane County Landfill Site No. 2 (Rodefild)

WHEREAS, COUNTY deems it advisable to engage the services of the A/E to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

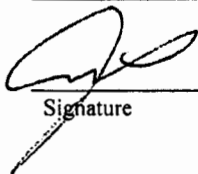
WHEREAS, the A/E represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Agreement as of the above date.

Kueny Architects, LLC.

COUNTY OF DANE



4/15/2019

Signature

Date

Joseph T. Parisi, County Executive

Date

Jon P. Wallenkamp

Printed Name

Scott McDonell, County Clerk

Date

Partner

Title

39-1979009

Federal Employer Identification Number (FEIN)

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
- 1.G. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. In the performance of this Agreement, the A/E shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Quotes document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement.

2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

- 2.A. General:

2.A.1) Services are to be provided by the A/E in each of the following phases:

Construction Documents Phase
Bidding Phase
Construction Phase

2.A.2) An assigned COUNTY Waste & Renewables Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.A.3) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Study Phase:

2.B.1) NOT USED.

2.C. Schematic Design Phase:

2.C.1) NOT USED.

2.D. Design Development Phase:

2.D.1) NOT USED.

2.E. Construction Documents Phase:

2.E.1) The A/E shall review the program and functional requirements, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable COUNTY standards and guides or other written direction by COUNTY. The A/E shall establish the limiting parameters of the design as defined by the instructions issued to it by COUNTY, to determine if the design concept is achievable within the schedule and budget proposed by COUNTY.

2.E.2) Upon receipt of written instructions from COUNTY, the A/E shall prepare Construction Documents for bidding and construction of the project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.

2.E.3) Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.

2.E.4) The Construction Documents shall be internally consistent in terms of coordination between:

2.E.4) a. Work of the A/E and its consultants.

2.E.4) b. Requirements of various divisions or trades.

2.E.4) c. Drawings and specifications.

2.E.5) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable building and safety codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:

2.E.5) a. Coordination, to protect the integrity of the design and facilitate construction with:

- (1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
- (2) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
- (3) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.E.5) b. Inclusion in the Construction Documents of:

2.E.5) b.(1) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.

2.E.5) b.(2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.

2.E.5) b.(3) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process.

2.E.5) c. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

2.E.5) c.(1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.

2.E.5) c.(2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.

2.E.5) c.(3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.

- 2.E.5) c.(4) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.
- 2.E.5) c.(5) The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
- 2.E.5) c.(6) The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- 2.E.6) Upon determination by the A/E that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
 - 2.E.6) a. The A/E shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
 - 2.E.6) b. The A/E shall provide COUNTY with a detailed estimate of project cost based on the completed Construction Documents.
 - 2.E.6) c. COUNTY will issue a list of recommended changes/corrections to be incorporated into the next review set or final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.
- 2.E.7) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY.
- 2.E.8) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs and schedules.
- 2.E.9) COUNTY will print and distribute drawings and specifications for bidding purposes without cost to the A/E. The A/E shall provide the original drawings, original specifications and an electronic copy of both the drawings and original specifications for printing by COUNTY, in a format as approved by COUNTY. If the A/E is directed by COUNTY to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 4.C. hereof.
- 2.E.10) Constructions Documents Phase deliverables shall be:
 - 2.E.10) a. 75% Construction Documents:
 - (1) Electronic version of all documents delivered on a USB flash drive or compact disk:
 - a) Drawings in Adobe Acrobat 11 (or earlier version; PDFs); and
 - b) Project Manual in Word 2010 (or earlier version).
 - 2.E.10) b. Final Construction Documents:

- (1) Electronic version of all documents delivered on a USB flash drive or compact disk:
 - a) Drawings in AutoCAD 2014 (or earlier version):
 1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 3. Include copy of Plot Style Table (ctp file) used to print drawings.
 - b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
 - c) Project Manual in Word 2010 (or earlier version); and
 - d) Project Manual in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.F. Bidding Phase:

- 2.F.1) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.F.2) The A/E shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
- 2.F.3) The A/E shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.

2.G. Construction Phase:

- 2.G.1) An assigned COUNTY Project Manager will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. .
- 2.G.2) Immediately following the pre-construction meeting and prior to the start of construction, the A/E shall review the proposed schedule for submittals from the construction contractor(s). The A/E shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
 - 2.G.2) a. The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor.
 - 2.G.2) b. The A/E shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
- 2.G.3) Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by

COUNTY in the preparation of the documents or design shall be the responsibility of the A/E or its consultants, without additional cost to COUNTY.

- 2.G.4) The A/E shall review requests for information (RFIs) and shall respond within five (5) business days.
- 2.G.5) The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
- 2.G.6) Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.
- 2.G.7) COUNTY will provide a set of Construction Documents to Contractors on which daily records of changes and deviations shall be recorded. At completion of the project, Contractor will submit its marked-up as-built documents to the A/E who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY. This work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the A/E to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to the COUNTY at the same time as the Record Documents.
 - 2.G.7) a. Record Documents deliverables shall be:
 - (1) Electronic version of all documents delivered on a USB flash drive or compact disk:
 - a) Drawings in AutoCAD 2014 (or earlier version);
 - 1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
 - 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 - 3. Include copy of Plot Style Table (ctb file) used to print drawings.

- b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
- c) Project Manual in Word 2010 (or earlier version); and
- d) Project Manual in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.G.8) The A/E shall obtain from the Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two (2) copies of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:

2.G.8) a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and

2.G.8) b. Temperature Control Record Drawings (if applicable) and Equipment Data Sheets including recommended maintenance procedures.

2.G.9) It is not intended by this Agreement to impose upon the A/E the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the A/E the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the A/E. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the A/E or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

2.H. Commissioning Phase:

2.H.1) NOT USED.

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

3.D. COUNTY will submit documents for approval to public agencies having jurisdiction over the project (i.e. City of Madison, Wisconsin Department of Natural Resource, Dane County, etc.)

3.E. COUNTY will communicate to the A/E the format of the documents required to be submitted.

- 3.F. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.G. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.H. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.I. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

4. ARTICLE 4: COMPENSATION

- 4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

- 4.A.1) COUNTY will pay the A/E a lump sum fee of \$31,930.00.

- 4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Quotations and A/E Proposal , dated April 8, 2019.

- 4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.C. of this Agreement and approved by COUNTY.

- 4.A.3) In the event the lowest acceptable construction bids exceed the fixed limit of construction, as shown above plus any COUNTY increases approved before bidding, COUNTY will do one or more of the following:

- 4.A.3) a. Cooperate in revising the project scope and quality as required to reduce the project cost;

- 4.A.3) b. Authorize the rebidding of the project within a reasonable time; and / or

- 4.A.3) c. Give written approval of an increase in such fixed limit.

- 4.A.4) In the case of 4.A.3.a. or 4.A.3.b. above, no additional fees will be allowed for rebidding or for an increase in allocated funds.

- 4.B. Reimbursable Expenses:

- 4.B.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.C.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

- 4.B.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.

- 4.B.1) b. Expense of a site survey when needed.

4.B.1) c. Expense of a geotechnical investigation and soils and material testing when required.

4.B.1) d.

4.B.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design meetings, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.C. Additional Services:

4.C.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order or Agreement Amendment will be used to modify the A/E's Agreement.

4.C.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.C.1) b. Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.C.1) c. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

4.C.1) d. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.C.1) e. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).

4.C.1) f. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.

4.C.1) g. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

4.C.1) h. Participation in post-project evaluations.

4.D. Payments to the A/E:

4.D.1) Payments of the A/E's lump sum fee will be made at the completion of each phase of the work, as confirmed by COUNTY, to the following cost:

| | |
|------------------------------|-------------|
| Construction Documents Phase | \$20,230.00 |
| Bidding Phase | \$2,800.00 |
| Construction Phase | \$8,900.00 |

- 4.D.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.
- 4.D.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.B. and Additional Services of the A/E as defined in Article 4.C., will be made monthly upon request.
- 4.D.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
- 4.D.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.
- 4.D.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS - NOT USED

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.
- 6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.

- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. A/E shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

- 10.A. The A/E and its consultants retained under terms of this Agreement shall:
- 10.A.1) Maintain Worker's Compensation Insurance as required by Wisconsin State Statutes.
 - 10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the project under this Agreement.
 - 10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - 10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Waste & Renewables Director for review and resolution. The decision of the Waste & Renewables Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.

11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

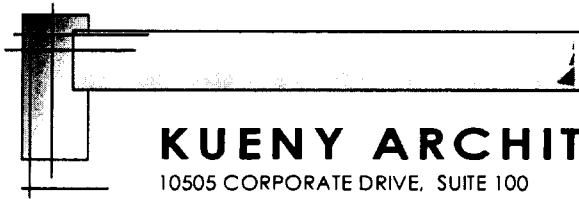
12.B.2) A/E agrees to comply with the COUNTY's civil rights compliance policies and procedures. A/E agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the A/E. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of

all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

ATTACHMENT A
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
A/E QUOTE

Follows on subsequent page(s)



KUENY ARCHITECTS, LLC

10505 CORPORATE DRIVE, SUITE 100
PHONE: (262) 857-8101

PLEASANT PRAIRIE, WISCONSIN 53158
WEB: www.kuenyarch.com

PROPOSAL

4/8/2019

To:

Allison Rathsack
Dane County Public Works

Project:

Dane County Landfill
Biogas Facility

Project:

Kueny Architects is pleased to submit this proposal for professional services as it relates to a planned steel building (64' x 52') located at the Dane County Landfill.

Scope of Work:

General

1. Review drainage and slope to ensure water is not being directed into shop building
2. Building footprint segmented
 - a. Storage room on western end (18' x 47')
 - b. Shop on eastern end (42' x 47')
 - c. Both segments are continuous flat slab
 - d. Storage segmented from shop with firewall on 3" curb (prevent water from entering storage room)
 - e. Mandoor connecting between segments
3. Shop building door to be 26' W x 20' H (as opposed to 20' x 20')
4. Storage room door to be 10' W x 14' H (as opposed to 10' x 10')
5. No windows required for shop building mandoor
6. Windows along south wall for natural light
7. 6" batt insulation
8. Optional: windows within north OH door for natural light

Electrical

1. Review as-built locations for existing conduit and underground utilities
2. Review grounding plan is consistent with as-builts and tied into grounding network Review lighting plan based on segmented building
3. Review power plan based on segmented building
4. 208 V for welder at 3 corners (NE, SE, and SW)

Mechanical

1. Review HVAC design for segmented building
 - a. Radiant heat and vents/exhaust for both segments (no A/C for either segment)
 - b. If possible, a couple ceiling fans for storage room

Structural

1. Review foundation plan based on segmented building, 3" curb between segments, and relocation of mandoor/OH door.

Technology

1. RFID entrance to be tied into existing system
2. Keyed doors are to match existing key system (1-3 configuration from Gappa Security Solutions)
3. Motorized door with remote opener for north facing OH door

Fee for Services

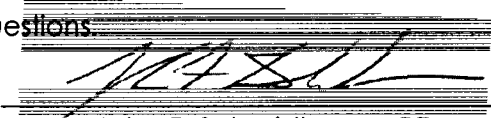
- | | |
|--|----------|
| 1. Preparation of Construction Plan Set | \$15,980 |
| a. Assume design iterations for 75% and 100% drawings | |
| b. One (1) design kick-off meeting | |
| c. One (1) design meeting between 75% and 100% drawings | |
| 2. Preparation of Construction Project Manual | \$4,250 |
| a. Provide specifications for entire plan set | |
| b. County will provide standard front end documents and assist with any questions regarding existing conditions and/or performance specifications for OH crane and existing locks. | |
| c. Prepare a budgetary cost estimate prior to bid letting. | |
| 3. Assist with bidding | \$2,800 |
| a. Attend pre-bid meeting with Contractors | |
| b. Develop addenda resulting from Contractor questions | |
| 4. Assist with construction | \$3,200 |
| a. Attend pre-construction meeting (not required to attend weekly meetings) | |
| b. Review and respond accordingly to RFI's | |
| c. Develop punchlist for project close-out documents | |
| d. Develop as-builts and submit in PDF and AutoCAD. | |
| e. Submittal Review of above noted services. | \$5,700 |

Total Fee for Services:

Fee for the above scope shall be thirty one Thousand nine hundred and thirty Dollars (\$31,930)

Please feel free to contact me if you have any questions.

Respectfully submitted,



John F. Schmidbauer, PE

Terms and Conditions

Performance of Services: The Architect shall perform the services outlined in this Agreement in consideration of the stated fee and payment terms.

Additional Services: For additional services not included above, the Architect shall be compensated as mutually agreed before any additional services will commence.

Access to Site: Upon the Client's consent or unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: The Client agrees to pay the Architect for all services performed and all costs incurred. Prior to the provision of services, the Client shall deposit a retainer of \$ 0 (zero dollars) with the Architect. Invoices for the Architect's services shall be submitted upon completion of the drawings. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client suspend or terminate the performance of services. The retainer shall be credits on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Architect may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub Consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Architect, whether written or oral, and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client.

Certification, Guarantees and Warranties: The Architect shall not be required to execute any documents that would result in the Architect certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the contracted fee for services. Such causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents: The Client acknowledges the Architect's documents, including electronic files, as instruments of professional services. Nevertheless, the final schematic documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Architect. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, it's officers, directors, employees and sub consultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with the use of the schematic documents for construction documents by the Client without the written authorization of the Architect.

Dispute Resolution: Any claims or disputes between the Client and the Architect arising out of the services to be provided by the Architect or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, sub Consultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Service: This Agreement may be terminated at any time by either party should the other party fail to perform its obligation hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

All work to be completed in a workmanlike manner according to standard practices. Any expansion of design scope from above specifications will be an extra charge over the above fees. Fees include only the scope listed in the proposal. Fees exclude all bulk printing, permit, and plan review fees.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions of this agreement are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made by the terms of this agreement.

Signature _____ Date _____ Print _____