



AIA[®]

Document B132™ – 2009

1-10-17
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Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the twenty-second day of November in the year two thousand seventeen
(In words, indicate day, month and year.)

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

Woodbury County
620 Douglas Street
Sioux City, IA

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

Resource Consulting Engineers, LLC
3116 South Duff Avenue
Suite 201
Ames, IA 50010

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

Woodbury County Courthouse and LEC Control Upgrades
Sioux City, IA
Upgrades of existing Building Automation Systems at Woodbury County Courthouse and Law Enforcement Center to provide new Direct Digital Control Systems throughout.

The Construction Manager:
(Name, legal status, address and other information)

The Baker Group
4224 Hubbell Avenue
Des Moines, IA 50317

The Owner and Professional Engineer agree as follows.

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

N/A – See Project's physical characteristics section below

§ 1.1.2 The Project's physical characteristics:

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

Project shall consist of extending new, Direct Digital Control (DDC) Systems throughout the Woodbury County Courthouse and Law Enforcement Center (LEC) Buildings. Existing mechanical system components shall generally remain in place, with new control components provided for systems. Controls shall be integrated into existing county networked control system, and shall extend current main building controllers installed in Courthouse and LEC Buildings.

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

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

Eight-hundred twenty thousand Dollars (\$820,000.00) or as determined by County Board on final project selection.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

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Completion of Design: January 31st, 2017

.2 Commencement of construction:

March 1st, 2017

.3 Substantial Completion date or milestone dates:

September 1st, 2017

.4 Other:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

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

N/A

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

The Construction Manager and Professional Engineer shall work together to develop sequence of work to minimize impact of Work as building will be occupied throughout the construction process. Separately, areas of the Courthouse Building identified on the National Register of Historic Places shall have existing control panels removed, and placement of new control devices shall be reviewed to verify acceptability.

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

Kenny Schmitz
Director of Building Services
Woodbury County
620 Douglas Street
Sioux City, IA 51101

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Professional Engineer's submittals to the Owner are as follows:
(List name, address and other information.)

Construction Manager

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

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

*(Paragraphs deleted)*N/A

§ 1.1.11 The Professional Engineer identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Corey B. Metzger, PE
Principal
Resource Consulting Engineers, LLC
3116 South Duff Avenue
Suite 201
Ames, IA 50010

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

(Paragraphs deleted)

§ 1.1.12.2 Consultants retained under Additional Services:

N/A

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

N/A

§ 1.2 The Owner and Professional Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Professional Engineer shall adjust its services and the Owner and Professional Engineer shall appropriately adjust the schedule, and the Professional Engineer's compensation as necessary, and as mutually agreed upon by the parties.

ARTICLE 2 PROFESSIONAL ENGINEER'S RESPONSIBILITIES

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

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

§ 2.3 The Professional Engineer shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager, as modified and as amended and approved by the Owner and Construction Manager. The Professional Engineer shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Professional Engineer shall identify a representative authorized to act on behalf of the Professional Engineer with respect to the Project.

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

§ 2.6 The Professional Engineer shall maintain insurance as specified in Exhibit "C."

(Paragraphs deleted)

§ 2.6.6 The Professional Engineer shall provide to the Owner certificates of insurance evidencing insurance as specified in Exhibit "C."

ARTICLE 3 SCOPE OF PROFESSIONAL ENGINEER'S BASIC SERVICES

§ 3.1 The Professional Engineer's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Professional Engineer shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve, in conjunction with the Construction Manager, as the "Owner's Authorized Contract Representative" for all designated purposes and/or responsibilities under Iowa Code Chapter 26. The Professional Engineer shall have authority to act on behalf of the Owner only to the extent provided in this agreement, unless otherwise modified by written amendment.

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

§ 3.1.4 As soon as practicable after the date of this Agreement, the Professional Engineer shall submit to the Owner and the Construction Manager a schedule of the Professional Engineer's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Professional Engineer's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4.1 The Construction Manager shall provide the estimating services to establish the Project construction budget. However, the Professional Engineer is responsible for designing the Project within the Owner-approved Project construction budget. The "Project construction budget" means the estimate of cost of the Work developed or to be developed for the Project by the Construction Manager and approved by the Owner, as such may be amended or updated from time to time. The Professional Engineer and Construction Manager shall coordinate and cooperate with each other in the development of the design in order to facilitate the achievement of the Owner's Project construction budget.

§ 3.1.5 The Professional Engineer shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Professional Engineer's services.

§ 3.1.6 Once the Owner and the Professional Engineer agree to the time limits established by the Project schedule, the Owner and the Professional Engineer shall not exceed them, except for reasonable cause.

(Paragraph deleted)

§ 3.1.7 The Professional Engineer shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Professional Engineer's approval.

§ 3.1.8 The Professional Engineer shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Professional Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

(Paragraphs deleted)

§ 3.1.9 The Professional Engineer shall work with the Construction Manager to file on behalf of the Owner documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on preliminary discussions between the Owner, the Construction Manager and the Professional Engineer, the Professional Engineer shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Professional Engineer shall submit the Design Development Documents to the Owner and the Construction Manager. The Professional Engineer shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Owner's comments and the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Professional Engineer shall provide the completed Design Development Documents to the Owner for approval. If necessary, the Professional Engineer shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of said actions.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Professional Engineer shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. All engineering documents shall be dated and shall contain the signature of the registered engineer in responsible charge, a certificate that the work was done by such registered engineer or under the registered engineer's direct personal supervision, and the Iowa legible seal for such registrant. The Owner and Professional Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Professional Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Professional Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and the Professional Engineer shall assist the Construction Manager in filing the documents in the Owner's name, if necessary, required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Professional Engineer shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Professional Engineer shall submit the Construction Documents to the Owner and the Construction Manager. The Professional Engineer shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon completion of the Construction Documents phase of the Project, the Professional Engineer shall provide Construction Documents, including drawings and specifications, for the Owner's approval and the Construction Manager's information. Prior to bid, the Construction Manager shall prepare a final estimate of the budget for the Cost of the Work based on said Construction Documents. The Professional Engineer shall make

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revisions to the Construction Documents when requested by the Owner if the final estimate of the Cost of the Work exceeds the Project construction budget.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.1.1 Revisions to Construction Documents requested by the Owner after the Construction Documents have been bid shall be made as Additional Services, except where such change is due to changes initiated by the Professional Engineer in scope, capacities of systems, or the kinds and quality of materials, finishes or equipment.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Professional Engineer shall assist the Owner and Construction Manager in bidding the Project by

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

§ 3.5.2.3 The Professional Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and Owner, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The Professional Engineer shall include in the Specifications requirements that the Contractors provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating and ventilation, air-conditioning, and other building systems installed by the contractors, and provide all warranty information pertaining to such systems.

§ 3.5.2.5 The Professional Engineer shall work with the Construction Manager to file documents required for the approval of governmental authorities having jurisdiction over the Project. The Professional Engineer shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expenses if determined to be originally drawn in error.

§ 3.5.3 Not Applicable

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Professional Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by the parties.

§ 3.6.1.2 The Professional Engineer shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Professional Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final correction period is complete. The Professional Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Professional Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents to the extent the Professional Engineer has performed its own contractual obligations as they related to priorities and updating the Project Schedule, and observing and approving the Contractor's work. However, Professional Engineer shall report to the Owner known deviations from the Contract Documents from the

most recent Construction Schedule. The Professional Engineer shall be responsible for the Professional Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Professional Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Professional Engineer issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Professional Engineer shall visit the site at intervals appropriate to the stage of construction, consistent with the standard of care set out in this Agreement, to observe and evaluate the work in order to become generally familiar with the progress and quality of the Work; and to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents. As needed, the Professional Engineer shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The Professional Engineer shall use reasonable care to guard the Owner against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Contract Documents and the construction schedule. On the basis of his on-site observations as a professional engineer, the Professional Engineer shall keep the Owner informed of the progress and quality of the work, and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the work. However, the Professional Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Professional Engineer shall provide engineering services made necessary by major defects or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the Professional Engineer and promptly reported to the Owner and Contractor(s), but which the Professional Engineer failed to discover and/or report.

§ 3.6.2.2 The Professional Engineer shall reject Work that does not conform to the Contract Documents after prior notification to the Owner and shall notify the Construction Manager about the rejection. Whenever the Professional Engineer considers it necessary or advisable, the Professional Engineer, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Professional Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Professional Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Professional Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Professional Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner shall not be bound by the Professional Engineer's interpretation or decision, however the Professional Engineer shall not be obligated to address issues arising from the Owner's decision to deviate from the Professional Engineer's interpretation or decision.

§ 3.6.2.4 Interpretations and decisions of the Professional Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Professional Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, as modified and as amended and approved by the parties, the Professional Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Professional Engineer shall review and certify an application for payment not more frequently than monthly. Within seven days after the Professional Engineer receives an application for payment forwarded from the Construction Manager, the Professional Engineer shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Professional Engineer shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Professional Engineer shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Professional Engineer shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Professional Engineer shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Professional Engineer's certification for payment shall constitute a representation to the Owner, based on (1) the Professional Engineer's observations and evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Professional Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Professional Engineer.

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

§ 3.6.3.4 The Professional Engineer shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Professional Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Professional Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional

retained by the Contractor that bear such professional's seal and signature when submitted to the Professional Engineer. The Professional Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Professional Engineer shall review and respond to requests for information about the Contract Documents. The Professional Engineer, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Professional Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Professional Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Professional Engineer shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Professional Engineer shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents. The Professional Engineer shall provide services to evaluate Contractor claims, including requests for supplemental instructions and change orders.

§ 3.6.5.2 The Professional Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Professional Engineer through the Construction Manager, to the Owner and Contractor.

§ 3.6.5.3 The Professional Engineer shall maintain records relative to changes in the Work, and shall produce said records upon request from Owner.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Professional Engineer, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Professional Engineer; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Professional Engineer, and after certification by the Construction Manager and the Professional Engineer, the Professional Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, in addition to retainage, if necessary, for final completion or correction of the Work or to cover filed Iowa Code Chapter 573 claims.

§ 3.6.6.3.1 Upon Substantial Completion of the Project, the Professional Engineer shall prepare a set of reproducible record drawings showing changes in the Work made during construction based on marked up prints, drawings and other data furnished by the Contractors.

§ 3.6.6.4 Upon Final Completion of the Project, the Professional Engineer shall attest that no asbestos or asbestos-containing material was specified as a building material in any Construction Documents for the Project and that, to the best of the Professional Engineer's knowledge, no asbestos or asbestos-containing materials were used as a building material on the Project, to comply with 40 C.F.R. section 763.99(a)(7).

§ 3.6.6.5 Eleven (11) months after the date of Substantial Completion, the Professional Engineer shall, without additional compensation, contact Owner and schedule and conduct a meeting with the Owner to review the facility operations and performance and to conduct a one-year correction period review to determine that the completed work remains in accordance with the requirements of the Contract Documents and to identify any then-required correction period work.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Professional Engineer’s fees are all-inclusive, except for reimbursables identified below, or any additions to the scope of the Project which may be added by the Owner.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
<i>(Rows deleted)</i>		

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Professional Engineer, any Additional Services provided in accordance with this Section 4.2 shall entitle the Professional Engineer to compensation and an appropriate adjustment in the Professional Engineer’s schedule.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Professional Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Professional Engineer shall not proceed to provide the following services until the Professional Engineer receives the Owner’s written authorization following County Board of Supervisors approval:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner’s schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget, except where such excess is due to changes initiated by the Professional Engineer in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Professional Engineer is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .10 Assistance to the Initial Decision Maker, if other than the Professional Engineer.

Init.

§ 4.2.2 Unless in the Construction Manager's opinion an emergency exists which requires immediate action to avoid damage to property or injury to persons, to avoid delay in the Construction Phase, the Professional Engineer shall provide the following Additional Services at no additional charge, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and advise the Owner if continued services by the Professional Engineer would only be rendered if the Owner makes additional payments to the Professional Engineer, and also advise Owner of the anticipated cost of such services. If the Owner subsequently determines that all or parts of those services are required, the Owner shall give prompt written notice to the Professional Engineer, and the Owner shall compensate the Professional engineer for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Professional Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than five (5) Claims as the Initial Decision Maker;
- .5 Evaluating more than ten (10) substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Professional Engineer's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.2.3 If the services covered by this Agreement have not been completed within fourteen (14) months of the date of this Agreement, through no fault of the Professional Engineer, extension of the Professional Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Professional Engineer a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall consult with the Professional Engineer and Construction Manager to assist in establishing and periodically updating an overall budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Professional Engineer and the Construction Manager. The Owner and the Professional Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Professional Engineer to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously

installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Professional Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Professional Engineer's services.

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

§ 5.7 The Owner shall furnish services of geotechnical engineers when such services are requested by the Professional Engineer to the extent necessary to allow Professional Engineer to perform its service under this Agreement. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Professional Engineer, as authorized by the Owner, shall provide to the Owner for the Owner's approval, a list of tests, inspections or reports that are required or anticipated in the Contract Documents.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Professional Engineer and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Professional Engineer's Instruments of Service. However, Owner shall have no obligation or responsibility to inspect the Project, Contract Documents, or Instruments of Service for defects.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Professional Engineer about matters arising out of or relating to the Contract Documents. Communications by and with the Professional Engineer's consultants shall be through the Professional Engineer.

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

§ 5.14 The Owner shall provide the Professional Engineer access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Professional Engineer access to the Work wherever it is in preparation or progress.

§ 5.15 When asbestos-related materials are suspected or found in the course of the Project, the Owner shall immediately provide the services of an asbestos-related expert or consultant to determine the proper course of action.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Professional Engineer and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Professional Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Professional Engineer's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Professional Engineer shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Professional Engineer progresses with its Basic Services. The Professional Engineer shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Professional Engineer may review the Construction Manager's estimates solely for the Professional Engineer's guidance in completion of its services, however, the Professional Engineer shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Professional Engineer is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Professional Engineer's cost estimates, the Professional Engineer and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Professional Engineer, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Professional Engineer in making such adjustments, at no additional costs to the Owner.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Professional Engineer and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Professional Engineer, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 If, after incorporating the modifications under Section 6.6, the actual bids received under the completed Construction Documents prepared by the Professional Engineer for the Project are in excess of the approved budget for the Cost of the Work, and if the Owner rejects such bids, the Professional Engineer will, at no additional costs to

the Owner, and in cooperation with the Construction Manager, revise the Construction Documents using all necessary staff, and prepare to re-advertise or do such other reasonable and practical things as may be necessary to bring costs within the budget of the Cost of the Work. The modification of such documents shall be the limit of the Professional Engineer's responsibility. The Owner agrees to cooperate with the Professional Engineer within the basic framework of the Project, as given to the Professional Engineer at the time he/she began his/her preliminary plans and studies, in order to accomplish such revisions of the Construction Documents to secure bids or reductions in the amount of the bid consistent with said functional needs of the budget of the Cost of the Work. The Professional Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced, unless the failure to commence the Construction Phase is directly attributable to the fault of the Professional Engineer.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Professional Engineer and the Professional Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Professional Engineer and the Professional Engineer's consultants.

§ 7.3 Upon execution of this Agreement, the Professional Engineer grants to the Owner a nonexclusive license to use the Professional Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project or to comply with law or court order, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Professional Engineer shall obtain similar nonexclusive licenses from the Professional Engineer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Professional Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Professional Engineer and Professional Engineer's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Professional Engineer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Professional Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law,

but in any case not more than 10 years after the date of Final Acceptance of the Work. The Owner and Professional Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Professional Engineer shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Professional Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Professional Engineer's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder – NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Professional Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Professional Engineer's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Professional Engineer for the Professional Engineer's substantial non-compliance or non-performance formally claimed and/or determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Professional Engineer elects to suspend services, the Professional Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Professional Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Professional Engineer shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Professional Engineer's services. The Professional Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, for reasons other than the fault of the Professional Engineer, the Professional Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Professional Engineer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Professional Engineer's services.

§ 9.3 The Owner may terminate this Agreement upon no less than seven (7) days' written notice to the Professional Engineer, in the event the Project is permanently abandoned. If the Owner abandons the Project for more than one hundred eighty (180) consecutive days for reasons other than the fault of the Professional Engineer, the Professional Engineer may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Professional Engineer for the Owner's convenience and without cause.

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State or County or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 Upon any termination, the Owner shall be obligated to compensate the Professional Engineer for only those services rendered and acceptable before the notice of termination, less any damages that may be assessed for non-performance.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, as modified.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Professional Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Professional Engineer shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Professional Engineer discovers that such substances as described herein have been used or do exist in the Project, the Professional Engineer shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

§ 10.7 The Professional Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Professional Engineer's promotional and professional materials. The Professional Engineer shall be given reasonable access to the completed Project to make such representations. However, the Professional Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Professional Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Professional Engineer in the Owner's promotional materials for the Project.

§ 10.8 If the Professional Engineer or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records requests under Iowa's Open Records Law, as applicable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Professional Engineer’s Basic Services described under Article 3, the Owner shall compensate the Professional Engineer as follows:

(Insert amount of, or basis for, compensation.)

Stipulated Sum of \$64,000.00.

(Paragraphs deleted)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Construction Documents Phase completed up to and including Bid Day – 75%. Completion of Construction Phase – 25%.

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Professional Engineer may be providing its services in multiple Phases simultaneously. Therefore, the Professional Engineer shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly billing rates are listed below.

Employee or Category	Rate (\$0.00)
Senior Mechanical Engineer/Project Manager	\$140.00
Senior Electrical Engineer	\$140.00
Mechanical Engineer	\$120.00
Electrical Engineer	\$120.00
Engineering Intern or Designer	\$80.00
Clerical	\$45.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Professional Engineer and the Professional Engineer’s consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Professional Engineer and the Professional Engineer’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9

(Paragraphs deleted)

Payments to the Professional Engineer

(Paragraphs deleted)

§ 11.9.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services proven to have been performed. Payments are due and payable within thirty (30) days upon presentation of the Professional Engineer's invoice to the Owner. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County fourteen days prior to the County Board of Supervisors meeting at which the invoice will be approved.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Professional Engineer shall be required to meet the requirements of Exhibit "C", Insurance Requirements.

§ 12.2 The Project is tax exempt. The Owner will provide a certificate of tax exemption.

§ 12.2 The Professional Engineer (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A. In addition, the Professional Engineer shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the County. The Professional Engineer shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A, and shall fully execute and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any Company workers are on the Project site.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

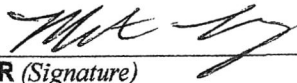
(Paragraphs deleted)

- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

- Exhibit "A" – Partial Waiver of Lien and Release of Claims
- Exhibit "B" – Final Waiver of Lien and Release of Claims
- Exhibit "C" – Insurance Requirements
- Exhibit "D" – Original proposal from Professional Engineer to Owner

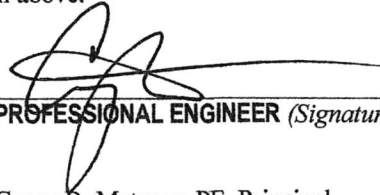
Init.

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



OWNER (Signature)

Matthew Ung, Board of Supervisors Chairperson
(Printed name and title)



PROFESSIONAL ENGINEER (Signature)

Corey B. Metzger, PE, Principal
(Printed name and title)

Init.

EXHIBIT A

PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of progress payments in the sum of \$_____ for all work through _____, 20__, for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT B

FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of final payment in the sum of \$ _____ for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

1. The Professional Engineer shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Professional Engineer and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is licensed to do business in the State where Professional Engineer is located;
 - 2) Carries a Best's policy holder rating of A or better and at least a Class A financial rating;
 - 3) Is a company mutually agreed upon by the Owner and the Professional Engineer.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Professional Engineer to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which the Contract is applicable. Failure of the Professional Engineer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished.
4. If Professional Engineer should retain consultants to perform any of its services, Professional Engineer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.
5. The insurance policies shall provide that Owner shall be given not less than thirty (30) days written notice from the insurer(s) before cancellation, non-renewal or material modification of coverage of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11) or equivalent. The Professional Engineer shall promptly notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00, whether or not such impairment came about as a result of the Contract. If the Owner shall determine the Professional Engineer's aggregate limits of protection shall have been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Professional Engineer shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner.
6. Satisfactory certificates of insurance, **and a copy of the Additional Insured Endorsement, and a copy of the Additional Insured Endorsement and a copy of the Notice of Cancellation Endorsement**, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Professional Engineer 's entry on to the Project site. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage, and Professional Engineer shall give Owner written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change.
7. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.
8. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
9. Professional Engineer shall insure specifically the indemnification by it contained in the Contract, and shall include the Indemnitees as identified in the Contract as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Professional Engineer's furnished insurance

(except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Professional Engineer's liability under the Contract.

10. Professional Engineer agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:

10.1 Comprehensive Automobile Liability Insurance. Professional Engineer shall maintain comprehensive automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

10.2 Workers' Compensation and Employer's Liability Insurance. Professional Engineer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Professional Engineer shall also purchase insurance against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

10.3 Commercial General Liability Insurance. Professional Engineer shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Professional Engineer or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.

10.4 Excess Liability. Professional Engineer shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers against Owner and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Professional Engineer's liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Professional Engineer shall maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.

14. The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670.

August 30, 2016



RESOURCE
CONSULTING
ENGINEERS LLC

Kenny Schmitz

Director of Building Services

Woodbury County

620 Douglas Street

Sioux City, IA 51101

Re: Woodbury County Courthouse and Law Enforcement Center – Control System Upgrades

Dear Kenny,

I am pleased to present you with this proposal for services related to a Control System Upgrades Project for the Woodbury County Courthouse and Law Enforcement Center. This proposal includes Engineering Design and Construction Administration Services for the project. I appreciate the opportunity to provide this proposal, and look forward to helping Woodbury County in significantly improving operational reliability and efficiency for these two important facilities.

Based on the decision made by the County Board of Supervisors at their meeting on August 23, 2016, we understand that the scope of this project will be to replace the existing Building Automation Systems (BAS) throughout the Woodbury County Courthouse and the Woodbury County Law Enforcement Center (LEC). Existing systems are a combination of digital, electric, and pneumatic controls, and do not allow for effective monitoring of systems and spaces, or diagnosing of system issues. The current systems also limit opportunities to improve both occupant comfort and building energy efficiency. Additionally, numerous existing actuators do not function properly and require replacement. Providing new Building Automation Systems for these facilities will help to improve occupant comfort, building energy performance, and building operation and monitoring capabilities.

Scope of services:

Services to be provided:

- Mechanical and Electrical Engineering Design Phase Services, including:
 - Site Surveys to document locations of existing control components and to determine requirements for new control systems, e.g., what sensors will be required to control a system and where they will be located
 - Development of sequence of operations for each system located in the Courthouse and LEC
 - Development of required points list for each system located in the Courthouse and LEC
 - Development of electronic background drawings for first floor of Law Enforcement Center (to be based on existing hard copy or scanned drawings provided by Woodbury County – field verification will not be completed in spaces other than those housing mechanical equipment)
 - Development of Drawings showing:
 - Locations of equipment to be controlled
 - Locations of control components not mounted at equipment, including temperature sensors, differential pressure sensors, static pressure sensors, etc.
 - Flow diagrams where necessary to communicate system configuration and control component locations
 - Details related to installation of new control components (valves, flow measurement devices, etc.)
 - Sequences of Operations
 - Point Lists
 - Information for required electrical power system modifications to serve new control components
 - Development of Project Manual, including:
 - Procurement and Contracting Requirements (Division 00 Specification Sections) – specific forms and requirements to be reviewed with County Personnel prior to development
 - General Requirements (Division 01 Specification Sections)
 - Technical Specifications (expected to include Division 23 and Division 26 Specification Sections)
 - Review meeting(s) with County Personnel to review proposed sequences of operations and point lists for new control systems

- Development of bid alternates as determined appropriate by County Personnel
- Review meeting with Woodbury County Personnel to verify required information is included in Contract Documents to be used for bidding the Project
- Production of contract documents to include:
 - Project Manual
 - Drawings
- Mechanical and Electrical Engineering Bidding Phase Services, including:
 - Response to requests for information
 - Attendance at pre-bid meeting
 - Preparation of Addenda as necessary
- Mechanical and Electrical Engineering Construction Phase Services, including:
 - Review of submittals
 - Response to contractor questions
 - Preparation of Supplemental Instructions, Proposed Contract Document Revisions, etc., as necessary
 - Attendance at project construction progress meetings
 - Field observations during construction phase as appropriate
 - Preparation of punch list
 - Incorporation of changes into electronic record documents

Not included (available upon request):

- Mechanical system design and construction services not listed above, including:
 - Heating and cooling load calculations
 - Ventilation calculations
 - Building pressurization analysis
 - Energy modeling services
 - Modifications to other mechanical systems not specifically identified above
- Development of electronic background drawings for Law Enforcement Center not specifically identified, or requiring field measurement and verification of all spaces

- Design of modifications to electrical power distribution system (other than those specifically required to serve control system modifications)
- Design of modifications to plumbing systems
- Design of modifications to fire alarm system (other than those associated with control of mechanical equipment such as air handling units)
- Design of modifications to lighting or lighting control systems
- Design of modifications to communications systems
- Design of modifications to building architectural components
- Building code analysis
- Review with Authority overseeing building areas listed on National Register of Historic Places (not believed to be required due to scope of project)
- Design of modifications to, or analysis of, building structural components
- Design of modifications to building systems other than those described herein
- Commissioning Services
- Civil Engineering services
- Support for LEED or other third party certification programs

Deliverables:

- Review Documents to be approved before production of Contract Documents, including detailed opinion of cost
- Contract Documents (assumed to be a single set for both buildings) to include:
 - Project Manual including Procurement and Contracting Requirements, General Requirements, and Technical Specifications
 - Drawings defining scope of Project Work (scope limited to necessary information to locate controlled equipment and system components – will not include all mechanical system components)

Schedule

We will work with Woodbury County and Baker Group to develop a detailed schedule for completion of documents once we have received a notice to proceed. Based on our understanding of the project at this time, we expect to be able to be able to complete the work described in this proposal by mid-November of 2016.

Basic Services

We propose to provide the Architectural and Engineering Design and Construction Administration Services outlined above for a fixed fee of \$64,000. This fee is based on an expected total project construction cost of approximately \$820,000.

Additional services outside the scope defined in this proposal will be provided on an hourly basis. No additional services will be provided without prior authorization from Woodbury County. The hourly rates for staff expected to work on this project are as follows:

- Senior Mechanical Engineer/Project Manager - \$140/hour
- Senior Electrical Engineer - \$140/hour
- Mechanical or Electrical Engineer - \$125/hour
- Engineering Intern or Designer - \$80/hour
- Clerical - \$40/hour

Summary

I appreciate the opportunity to provide this proposal to provide design and construction administration services for a Controls System Upgrade Project at the Woodbury County Courthouse and Law Enforcement Center. If you have questions or comments regarding this proposal, please do not hesitate to share them with me. I would be happy to review scope and fees in detail if it is helpful. I look forward to working together on this project. Thank you.

Respectfully,



Corey B. Metzger, PE
Principal
Resource Consulting Engineers, LLC