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7-19-16



CANNON MOSS BRYGGER ARCHITECTS
302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (P) 712.274.2933

FEE EXTENSION PROPOSAL

For

**Courtroom Window Emergency Repair
Woodbury County Courthouse (Agreement dated 4/26/16)
Sioux City, Iowa
07/12/16**

2016 JUL 20 AM 8 30
PATRICK P. GIEB
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS

Mr. Kenny Schmitz
Woodbury County Building Services
401 8th Street
Sioux City, IA 51101

Dear Kenny,

Our original Owner/Architect Agreement dated 4/26/16 under Article 6, lists a situation where CMBA reaches 90% of the hourly contract fee. We have reached that point and additional fee will be required to complete the project. I noted that condition in an email to you and Shane on 6/29/16.

I have reviewed the division of time spent on the project so far as it relates to drawings, structural consultant, site visits and answering questions. There will be some additional time spent on cleaning up the final details for the repairs and writing the specifications so that those documents can be used in the three other courtrooms in the future if needed.

I also want to avoid another situation where we reach the maximum fee but still have more work to be done. Our goal is to only increase the fee this one time if possible. I foresee the work continuing through July and August. It seems like most of the unforeseen conditions have been discovered but there may still be some surprises that will require time to address.

FEE EXTENSION

Proposed fee extension is as follows:

To complete our work for the window repair project through construction and documentation, we propose an extension of our work on an hourly basis not-to-exceed Twelve Thousand Dollars (\$12,000.00) including reimbursable expenses. Please see the attached Hourly Billing Rates.

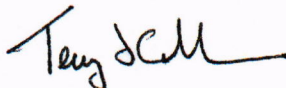
REIMBURSABLE EXPENSES

Reimbursable expenses are defined by industry standard AIA agreement. Reimbursable expenses shall include out-of-town mileage associated with the project (current IRS rate/mi), travel expenses, printing and distribution of contract documents, and fees paid on your behalf to Fire Marshals or Plans Examiner for their review and approval.

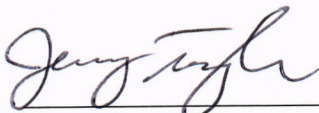
If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for the opportunity to complete this important work. If you have any questions, please call me at 712.224.3106.

Sincerely,



Terry J. Glade, AIA
Principal Architect



Client Signature

7-19-16

Date

Client Printed Name



2016 HOURLY BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

PRINCIPAL.....	\$170
ASSOCIATE PRINCIPAL.....	\$125
ASSOCIATE.....	\$125
SENIOR ARCHITECT.....	\$170
ARCHITECT III.....	\$120
ARCHITECT II.....	\$115
ARCHITECT I.....	\$95
INTERN ARCHITECT II.....	\$90
INTERN ARCHITECT I.....	\$80
PROJECT MANAGER III.....	\$145
PROJECT MANAGER II.....	\$120
PROJECT MANAGER I.....	\$90
STRUCTURAL ENGINEER II.....	\$155
STRUCTURAL ENGINEER I.....	\$125
ENGINEER-IN-TRAINING.....	\$90
TECHNICIAN II.....	\$80
TECHNICIAN I.....	\$75
INTERIOR DESIGNER III.....	\$100
INTERIOR DESIGNER II.....	\$80
INTERIOR DESIGNER I.....	\$75
GRAPHIC DESIGNER.....	\$85
CLERICAL.....	\$60

CONSULTANTS 1.2 X Consultant invoice to CMBA
(Structural, Mechanical, Electrical or Civil Engineers and other disciplines)

REIMBURSABLE EXPENSES

PRINTING

Small run and periodic printing as part of the project are included in the fee. Medium quantity in-house or specially printing is outlined below. Large-run construction document printing is done at lower cost by professional reprographic companies. Where CMBA's management of the printing, distribution and return on the documents is required, there will be a 15% mark-up on reprographic costs.

IN-HOUSE PRINTING SERVICES

24" x 36".....	\$1.75 per sheet
30" x 42".....	\$2.50 per sheet

IN-HOUSE PROJECT MANUAL PRINTING SERVICES

8.5" x 11".....	\$0.10 per printed page
11" x 17".....	\$0.20 per printed page

IN-HOUSE COLOR COPY SERVICES

8.5" x 11".....	\$0.75 each
11" x 17".....	\$1.50 each

MISCELLANEOUS REIMBURSABLES

Archived drawing sheets.....	\$10/sheet
Long distance communications (telephone/fax).....	Actual cost
Mailing/shipping (postage/UPS/Federal Express, etc.).....	Actual cost
Out-of-town Travel (Automobile).....	IRS rate
Out-of-town Travel (air fare, auto rental/transportation, hotel, food).....	Actual cost
Photographic Services (film, processing).....	Actual cost
Renderings & Models.....	Per Quote
Computer Models or Animations.....	Per Quote
Mounting & Laminating.....	Cost x 1.2



Baker Group

Main Phone: 515.262.4000
Main Fax: 515.266.1025
www.thebakergroup.com

Date: July 13, 2016

Kenny Schmitz
Buildings Superintendent
Woodbury County
620 Douglas Street
Sioux City, IA 51101

PATTI K. REHILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2016 JUL 20 AM 8 31

**Subject: Woodbury County Court House, Second Floor South East Court Room
(#203) Window Rebuild Change Order #1**

Dear Mr. Schmitz:

For and in consideration of Thirty Two Thousand Nine Hundred Ninety Six Dollars (\$32,996.00) Baker Group agrees to be the County's General Contractor and to serve as the owner's representative and project manager for the above project and to provide the following changes to the original contract dated May 4, 2016:

Additional repair work required to repair the window frames of the lower windows by Rob Seiler = \$7,975.00

Replacing all the overhead marble along the window system with new marble. Removing, re-polishing and re-installing other existing vertical marble attached to the overhead system by Haberl Tile and Stone = \$16,740.00

Removal of miscellaneous metal window parts for cleaning and repair and additional Project Management time by Baker Group = \$8,281.00

All work is to be done in accordance with the owners design team, Cannon Moss Brygger Architects of Sioux City, Iowa. All work to be completed for this project will be coordinated, monitored, scheduled and managed by a Baker Group representative. All work will be verified by Baker Group in conjunction with the Design Team as being properly implemented. Any interruption to the Court Room functions, as well as any other County Departmental work in the Court House, will be conveyed to the Court Administrator and Department Heads prior to such events.

It is understood by all parties that this project has been designated by the Woodbury County Board of Supervisors to be an emergency situation and will not be bid out as typically required under Iowa Code Chapter 26 bid laws. Professional Design firms will be utilized by Woodbury County and will be contracted directly to the County. Baker Group will work in conjunction with those Design firms and will follow their design criteria. Any changes needed will done under consultation with the respective design team and any change order needed will be submitted to the Board of Supervisors for approval.

GENERAL

1. Baker Group agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The parties agree that time is of the essence in performance of the work under this contract.
3. The customer will provide reasonable access to all areas and equipment, and will allow Baker Group to stop and start equipment as may be necessary to fulfill the terms of the project.
4. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
5. The customer will promptly pay invoices upon approval by Board of Supervisors. Should a payment become thirty (30) days or more delinquent, Baker Group may stop all work under this project upon seven (7) days' notice and demand for payment.
6. As a governmental entity, Woodbury County is exempt from certain taxes. Woodbury County will provide an exemption certificate to Baker Group upon request.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within the period specified by applicable law.
8. This Proposal valid for a period of 60 days after issuance.
9. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.
10. Contractor, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.
11. Baker Group shall maintain general liability insurance during the course of this contract in the amount of at least \$500,000 with Woodbury County as an additional named insured. Certificates of Insurance acceptable to the County shall be filed with the County.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Baker Group's reasonable control.
2. Baker Group shall furnish a bond covering faithful performance of the Contract and payment of obligations arising thereunder as required by Iowa Code Chapter 573.
3. Contractor warrants to the Owner that materials and equipment furnished under this contract will be of good quality and new unless the design documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of this contract and will be free from defects, except for those inherent in the quality of the Work the design documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract.

Baker Group:

Proposed By: Shane Albrecht
 Name: Shane Albrecht
 Print
 TITLE: Project Manager
 Date: 7/19/16

Customer:

APPROVED BY: Jerry Taylor
 Name: Jerry Taylor
 Print
 Title: Chairperson
 Date: 7/19/16

Architect: Change Order #1

Approved by: Terry Glade
 Name: TERRY GLADE
 Print
 Title: PRINCIPAL, ARCHITECT CMBA
 Date: 7/15/16