

**\*\*\*ATTACHMENTS\*\*\***

III

5.2

Res. No. 4 - 17 - 18. By Alderperson Wolf. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Emergency Communications Systems from Freedom, Wisconsin, for the purposes of supplying and installing new emergency warning sirens throughout the City.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to Emergency Communication Systems is the Wisconsin Distributor of Federal Signal Equipment that supplies the emergency sirens.

WHEREAS, this project will provide three new sirens that provide a greater range and results in removing seven older obsolete sirens. Furthermore, the new sirens will have wireless initiation and control including the remaining sirens.

WHEREAS, this project will result in improved coverage and reliability for the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Emergency Communications Systems from Freedom, Wisconsin for the purposes of supplying and installing new emergency warning sirens throughout the City for \$140,863 in payment of same from the Civil Defense Account 47625100-649100.

PW.

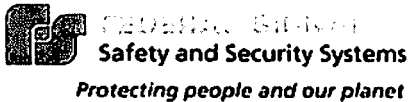
  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



2645 Federal Signal Drive  
 University Park, Illinois 60484-0971  
 800.548.7229  
 alertnotification.com

Contact Name: Mike Willmas  
 Customer: Sheboygan  
 2026 New Jersey  
 Address: Ave.  
 City: Sheboygan  
 Country: USA  
 Office Phone: 920-207-9742

State: WI

Zip: 53081  
 Reference quote no. on your order  
 E-mail: [michael.willmas@sheboyganwi.co](mailto:michael.willmas@sheboyganwi.co)  
 Mobile Phone:

Quotation No.: ANS  
 40417101627

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

April 4, 2017

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			Project Name		
2			Command and Control		
3	1	SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$2,920.00	\$2,920.00
4	1	SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$5,013.00	\$5,013.00
5	1	SFCD-W25	COMMANDER WARRANTY, 11 TO 25 USER	\$707.00	\$707.00
6	1	BSH	BASE STN. RADIO, VHF	\$2,538.00	\$2,538.00
7	1	SFCDCLNT	COMMANDER TCP/IP CLIENT - 5 SEATS	\$3,599.00	\$3,599.00
8			Equipment		
9	1	10A4	CABLE, 75' PL259 MALE & ADPT	\$221.00	\$221.00
10	1	AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$114.00	\$114.00
11	8	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$5,961.00	\$47,688.00
12	8	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$111.00	\$888.00
13	8	10A3	CABLE, 25' PL259 MALE & ADPT	\$187.00	\$1,496.00
14	3	508-128	Electro-mechanical rotating siren, 128 dB(C), 500Hz	\$8,057.00	\$24,171.00
15	32	IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$117.00	\$3,744.00
16	9	OMNI-4	ANTENNA, 152-156MHZ VHF	\$330.00	\$2,970.00
17	1	ES-FREIGHT	ES-FREIGHT	\$3,930.00	\$3,930.00
18			Services/Installation		
19	3	TK-I-FCTCTR-CU	FCT Control Install, Custom Per Spec	\$1,825.00	\$5,475.00
20	1	TK-I-BASANT	Antenna Installation using Std. OMNI/YAGI Model Parts	\$1,368.00	\$1,368.00
21	1	TK-I-ENDRPKGK	Encoder & Radio Install	\$1,452.00	\$1,452.00
22	1	TK-5-FULOPTPGK	Includes one each of System Optimization and these training sessions: Operation, Administrator & Maintenance	\$3,444.00	\$3,444.00
23	5	TK-IO-CUSTINS	Install, Custom	\$5,825.00	\$29,125.00
Total Weight:				Total:	<b>\$140,863.00</b>

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to accept Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including r conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be ad Terms sheet.

Delivery: 8-10 Weeks  
 Freight Terms: FOB - University Park, IL (Factory)  
 Terms: Equipment - Net 30 Days upon Shipment  
 Services - Net 30 Days, as completed

Proposed By: Rick Van Dyn Hoven  
 Company: Emergency Communication Systems  
 Address: N4696 Vine Rd.  
 City, State, Zip: Freedom, WI 54130  
 Country: USA



**FEDERAL SIGNAL CORPORATION**  
**Safety and Security Systems**

*Protecting people and our planet*

2645 Federal Signal Drive  
University Park, Illinois 60484-0971  
800.548.7229  
alertnotification.com

**Contact Name:** Mike Willmas  
**Customer:** Sheboygan  
2026 New Jersey  
**Address:** Ave.  
**City:** Sheboygan  
**Country:** USA  
**Office Phone:** 920-207-9742

**State:** WI

**Zip:** 53081

**E-mail:** [michael.willmas@sheboyganwi.gov](mailto:michael.willmas@sheboyganwi.gov)

**Mobile Phone:**

**Quotation No.:** ANS  
40417101627

**Reference quote no. on your order**

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.  
Delivery schedule cannot be established until radio information is supplied, if applicable.

**Work Phone** 920-585-4000

**Fax:**

**Approved By:** Andrew Labahn

April 4, 2017  
Signature

**Purchase order MUST be made out to:**  
**Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484**

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution to Authorize the Appropriate City Officials to Enter into Contract with Emergency Communication Systems from Freedom, Wisconsin, for the Purpose of Supplying and Installing a New Emergency Warning System and Sirens Throughout the City of Sheboygan.

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**REPORT PREPARED BY:** Michael J. Willmas, Superintendent of Facilities and Traffic

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**REPORT DATE:** May 4, 2017

**MEETING DATE:** May 9, 2017

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**FISCAL SUMMARY:**

Budget Line Item: 47625100-649100  
Budget Summary: Civil Defense Fund  
Budgeted Expenditure: \$140,863.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

This resolution authorizes the department to purchase and install three new warning sirens, upgrade the initiating procedure to wireless, and remove outdated sirens dating back to 1958.

**STAFF COMMENTS:**

The current emergency warning system utilizes twelve sites throughout the City of Sheboygan; the new and updated emergency warning system will utilize eight sites. There are several benefits to the new system. First, it will eliminate six outdated and obsolete sirens currently situated throughout the City. Second, it will add three new sirens that will greatly improve the overall coverage. Third, this system will be initiated through a wireless system eliminating a deteriorating phone system. Last, the system will have battery backup in case of a power outage.

Another benefit will be a decline in yearly preventative maintenance costs due to the reduction in the number of sites visited.

**ACTION REQUESTED:**

Motion to recommend the Common Council to waive competitive bidding requirements and approve Resolution to enter into contract with Emergency Communication Systems from Freedom, Wisconsin for the purpose of supplying and installing new emergency warning system and sirens throughout City for \$140,863.

**ATTACHMENTS:**

- I. Res. 4-17-18

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution by Ald. Wolf Authorizing the Purchase of a Replacement Thickened Sludge Pump for the Wastewater Treatment Plant.

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**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

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**REPORT DATE:** April 24, 2017

**MEETING DATE:** May 9, 2017

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**FISCAL SUMMARY:**

Budget Line Item: 60138300-524115  
Budget Summary: Wastewater-Building  
Equipment Maint.  
Budgeted Expenditure: \$ 28,000.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

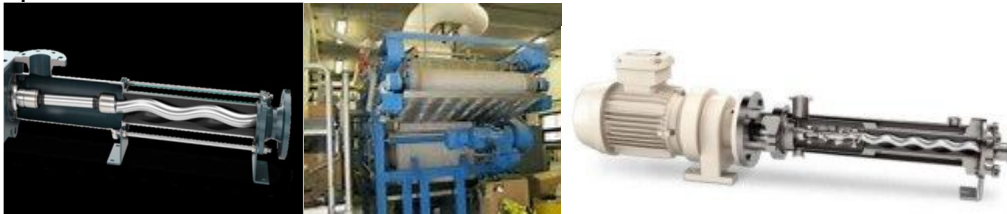
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**BACKGROUND / ANALYSIS:**

This pump will replace an existing pump serving the Wastewater Facility 3 meter belt filter press dewatering system. The pump removes thickened sludge from the process. A Request for Bids for the pump was developed and sent to four Manufacturers or Manufacturer Representatives with the following bids received:

L.W Allen Inc. Netzsch Pump ..... \$ 27,310.00  
Van Bergen & Markson Inc., Moyno Pump.....\$ 41,636.00  
Drydon Equipment Inc., Seepex Pump, .....\$ 55,517.00  
Pumping Solutions Inc. Colfax Allweiler Pump.....\$ 65,763.00

Following a review of the bids it was determined that the low bid, submitted by L.W Allen for provision of a Netzsch Nemo 40 HP Progressing Cavity Pump, meets or exceeds all of the specifications.



**STAFF COMMENTS:**

The pump will be a direct replacement for the existing unit which has reached its expected useful life. Plant Staff will install the new pump upon its arrival.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the Resolution by Ald. Wolf authorizing the purchase of a 40 HP Netzsch Nemo progressing cavity pump in the amount of \$27,310 from L.W Allen Inc. of Madison, WI.

**ATTACHMENTS:**

I. Resolution 5-17-18

III

5.3

Res. No. 5 - 17 - 18. By Alderperson Wolf. May 1, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a replacement 40 Horsepower thickened sludge pump for the 3 Meter Gravity Belt Thickener the Wastewater Treatment Plant.

WHEREAS: The Regional Wastewater Treatment Facility is in need of a replacement thickened sludge pump for the 3 Meter gravity Belt Thickener at the plant and;

WHEREAS: The pump specifications were developed and presented to several Different Manufacturers of 40 HP Progressing Cavity Pumps. The Wastewater Facility has determined that the pump with the lowest purchase cost meets all of the specifications. The City received four bids with the low bid being received from L.W Allen of Madison, WI.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with L.W Allen Inc. of Madison WI for the purchase of one Netzsch 40 HP Progressing Cavity pump in the amount of \$ 27,310.00 including Freight.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$27,310.00 on Account # 60138300-524115 in payment of same.

*Pub. Wks.*

  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.7

Res. No. 8 - 17 - 18. By Alderperson Belanger. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 Bituminous Resurfacing Program.

WHEREAS: One bid was received in response to bid #2407-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Vinton Construction, Manitowoc, WI	\$2,304,846.53
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RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Vinton Construction Company for 2017 Bituminous Resurfacing Program in the amount of \$2,304,846.53 and are authorized to draw funds from the following accounts:

47633140-631200	\$2,111,563.53
60134110-631400	\$160,303.00
10133140-530290	\$32,980.00

In payment of same.

*Pub Works*

\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Authorizing to Enter Into a Contract for the 2017 Bituminous Resurfacing Program.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

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**REPORT DATE:** April 26, 2017

**MEETING DATE:** May 9, 2017

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**FISCAL SUMMARY:**

Budget Line Item: 47633140-631200  
60134110-631400  
10133140-530290  
Budget Summary: Capital Improvement  
Budgeted Expenditure:  
Budgeted Revenue:

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

This document authorizes the department to enter into a contract for the 2017 Bituminous Resurfacing Program. This program is our traditional mill-and-fill asphalt replacement program and also includes curb and gutter replacement, sanitary sewer repairs and storm sewer repairs.

**Summary of Bids:**

Vinton Construction, Manitowoc, WI \$2,304,846.53

While only one bid was received for this project, the prices are within reason and are found to be comparable with prices for similar work. Additional, City DPW staff will perform asphalt paving on Ashland Avenue, North 12<sup>th</sup> Street, North 10<sup>th</sup> Street and will perform storm sewer repairs on Ashland Avenue.

**STAFF COMMENTS:**

The following streets will be completed with this project:

- Ashland (South 10th to South 17th)
- North 12th (Superior to Geele)
- North 10th (Superior to Geele)
- South 9th (High to Georgia)
- Camelot (South Business to South 18th)
- Broughton (Michigan to Park)
- Georgia (South 14th to Bridge)
- Georgia (Bridge to South 24<sup>th</sup>)
- Meadowbrook Court
- South 22nd, (Brookfield Court, Creekside Court)
- Greenwood Court

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Resolution 8-17-18 authorizing to enter into a contract for the 2017 Bituminious Resurfacing Program.

**ATTACHMENTS:**

- I. Res. 8-17-18

III

5.8

Res. No. 9 - 17 - 18. By Alderperson Belanger. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 Sewer Lining.

WHEREAS: Two Bids were received in response to bid #2408-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Visu-Sewer, Pewaukee, WI	\$728,880.93
Michels Corporation, Brownsville, WI	\$883,068.10

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Visu-Sewer, Pewaukee, WI for 2017 Sewer Lining in the amount of \$728,880.91 and are authorized to draw funds from the following accounts:

60134110-631400	\$411,364.85
47633140-631200	\$272,616.08
10133150-530290	\$44,900.00

In payment of same.

\_\_\_\_\_

*Pubworks-*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Authorizing to Enter Into a Contract Between the City of Sheboygan and Visu-Sewer, Pewaukee, Wisconsin for Construction of 2017 Sewer Lining.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

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**REPORT DATE:** April 26, 2017

**MEETING DATE:** May 9, 2017

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**FISCAL SUMMARY:**

Budget Line Item:           47633140-631200  
                                      60134110-631400  
                                      10133150-530290

Budget Summary:  
Budgeted Expenditure:  
Budgeted Revenue:

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**STATUTORY REFERENCE:**

Wisconsin Statutes:        N/A  
Municipal Code:            N/A

**BACKGROUND / ANALYSIS:**

This document authorizes the department to enter into a contract for the 2017 Sewer Lining. This program is our traditional sewer lining program. This year also includes storm sewer cleaning on South 9<sup>th</sup> Street and South 31<sup>st</sup> Street.

Summary of Bids:

Visu-Sewer, Pewaukee, WI	\$728,880.93
Michels Corporation, Brownsville, WI	\$883,068.10

**STAFF COMMENTS:**

The following sewer lining on the following streets will be completed with this project:

- Ashland (South 10th to South 17th)
- North 12th (Superior to Geele)
- North 10th (Superior to Geele)
- South 9th (High to Georgia)
- Camelot (S. Business to S. 18th)
- Georgia (S. 14th to Bridge)
- Georgia (Bridge to South 24th)
- Meadowbrook Court
- South 22nd, (Brookfield Court, Creekside Court)
- Greenwood Court

**ACTION REQUESTED:**

Motion to recommend the Common Council to approve Resolution 9-17-18 authorizing to enter into a contract with Visu-Sewer, Pewaukee, Wisconsin for the amount \$728,880.93.

**ATTACHMENTS:**

- I. Res. 9-17-18

III

5.6

Res. No. 14 - 17 - 18. By Alderperson Wolf. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bray Architects for Phase Two Project Implementation for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management.

WHEREAS, the Common Council adopted the Building Use Committee recommendation R.C. 437-16-17 on April 17, 2017, to proceed with remodeling City Hall with options 1 and 2 being considered as outlined in the committee report but consider Options 6-7-8 if City Hall remodeling isn't viable.


WHEREAS, the City contracted with Bray Architects for Phase 1 preliminary programming and space needs analysis. The contract has a Phase 2 provision for the Project Implementation for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management

WHEREAS, the American Institute of Architects (AIA) standard form of agreement between owner and architect prescribes the fee structure for Phase 2 at six percent of the City Hall contract for addition/renovation at which Option 1 is \$666,000 and Option 2 is \$510,000.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Bray Architects for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management.

BE IT FURTHER RESOLVED: that the appropriate City Officials are to draw funding in the amount of \$666,000 to \$510,000.

PubWorks

  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

 **AIA**® Document B101™ – 2007

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the second day of October in the year Two Thousand Fifteen  
(In words, indicate day, month and year.)

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

City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

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

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

Bray Associates Architects, Inc.  
Post Office Box 955  
Sheboygan, Wisconsin 53082-0955  
Telephone Number: (414) 226-0200

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

Project Number 3245  
City of Sheboygan  
City Hall located at 828 Center Avenue, Sheboygan, Wisconsin.

Architectural and engineering services including the following phases:

Phase 1 – Architectural Programming Space Analysis

Phase 2 – Project Implementation

The Owner and Architect agree as follows.

Intl.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Exhibit A, Initial Information

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

See Exhibit A section A.1.4 for more detail on the preliminary schedule

- .2 Substantial Completion date:

See Exhibit A section A.1.4 for more detail on the preliminary schedule

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Int.  
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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect 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 Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000.00 per claim  
\$2,000,000.00 aggregate

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

Each Accident \$500,000.00  
Disease – Each Employee \$500,000.00  
Disease – Policy Limit \$500,000.00

.4 Professional Liability

\$2,000,000.00 per claim  
\$2,000,000.00 aggregate

.5 Umbrella

The Architect maintains a commercial umbrella policy with the following limits:  
\$5,000,000.00 each occurrence  
\$5,000,000.00 aggregate  
The policy underlies the General Liability, Automobile and Employer's Liability

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect'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.

Architect's Basic Services shall include:

- Civil engineering
- Structural engineering
- Plumbing design and engineering
- Fire protection design and engineering
- Heating, ventilating and air conditioning (HVAC) design and engineering
- Electrical design and engineering
- Technology wiring design
- Security system design- e.g. card readers, closed circuit television, etc.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Phase 1 Architectural Programming Space Analysis services are outlined in Exhibit B.

§ 3.1.8 Phase 2 Project Implementation services are outlined in 3.2, 3.3, 3.4, 3.5 and 3.6 below.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, assist the Owner in creation / verification of the program, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of ~~study models~~, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. 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 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 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 Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

~~§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES~~ **BIDDING PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) ~~confirming responsiveness of bids or proposals;~~ (3) ~~determining the successful bid or proposal;~~ **competitive bids;** (2) **confirming responsiveness of bids;** (3) **determining the successful bid, if any;** and, (4) **awarding and preparing contracts for construction—construction based on the Owner's legal and risk management counsel approving of the final contracts.**

**§ 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 Architect shall assist the Owner in bidding the Project by

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

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

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1~~ Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

~~§ 3.5.3.2~~ The Architect shall assist the Owner in obtaining proposals by

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

**§ 3.6.2 EVALUATIONS OF THE WORK**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 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 A201-2007, the Architect 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 Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

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#### **§ 3.6.4 SUBMITTALS**

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

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for 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 Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 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 Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### **§ 3.6.6 PROJECT COMPLETION**

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

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming(B203™-2009)	Architect	Included in basic services
§ 4.1.2 Multiple preliminary designs	Architect	Included in basic services
§ 4.1.3 Measured drawings	Owner – Completed with Previous Consultant	
§ 4.1.4 Existing facilities surveys	Owner – Completed with Previous Consultant	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Included in basic services
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Included in basic services
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design(B252™-2007)	Architect	Included in basic services
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Cost estimating	Architect	Included in basic services
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation(B207™-2008)	Architect (bi-weekly)	Included in basic services
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Included in basic services
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	

§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally-Environmentally responsible design	Architect	Included in basic services
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28	Audiovisual equipment design and engineering	Not Provided	
§ 4.1.29	Security system design and engineering services	Architect	Included in basic services
§ 4.1.30	Acoustical design	Not Provided	
§ 4.1.31	Environmental analysis and abatement	Owner, if required	
§ 4.1.32	Department of Natural Resources permitting	Owner, if required	
§ 4.1.33	Wetland delineation	Owner if required	
§ 4.1.34	Bureau of Endangered Resources (BER) Review	Owner, if required	
§ 4.1.35	Chapter 30 Permitting	Owner, if required	
§ 4.1.36	Notice of Intent (NOI) application and supporting documentation	Owner, if required	
§ 4.1.37	Archeological and/or historical studies	Owner, if required	
§ 4.1.38	Geothermal conductivity analysis	Owner, if required	
§ 4.1.39	Geothermal ground source design and engineering (e.g. bore field or pond)	Owner, if required	
§ 4.1.40	Detailed roof survey and building envelope analysis, e.g. roofing systems, exterior façade, windows, thermal imaging, etc.	Not Provided	
§ 4.1.41	Digital building energy modeling beyond basic analysis required to meet requirements of agencies having jurisdiction over the Project	Not Provided	
§ 4.1.42	Detailed life cycle cost analysis of building systems and / or finishes, e.g. mechanical systems, electric systems and lighting, floor finishes, etc.	Not Provided	
§ 4.1.43	Services associated with building commissioning	Not Provided	
§ 4.1.44	Design of non-conventional or deep foundation systems – e.g. piling, caissons, aggregate piers, structural slab on grade, etc.	Not Provided	
§ 4.1.45	Storm water management calculations and report	Not Provided	
§ 4.1.46	Storm water management design	Architect	Included in basic services
§ 4.1.47	Boundary and / or topographic surveys	Owner	
§ 4.1.48	Soil borings and other geotechnical services	Owner	
§ 4.1.49	Traffic impact studies	Owner, if required	
§ 4.1.50	Design of public roadways, streets, intersections or traffic signals (design of private / on site circulation is included in base fee)	Not Provided	
§ 4.1.51	Municipality, utility and other impact fees	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

| Description of scope of Architect's services provided in Article 3.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; recipients shall be provided as Basic Services;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Owner shall be provided as Basic Services;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; hearing shall be provided as Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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

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

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

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- .2 every other week ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty ( 60 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which 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.

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

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## 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 Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information, shall be determined during Phase 1~~ and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive ~~bidding, market or negotiating~~ bidding or market conditions. Accordingly, the Architect cannot and does not warrant or represent that ~~bids or negotiated bid prices~~ will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the ~~Bidding or Negotiation~~ Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide ~~bid or negotiated proposal, bid,~~ the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or ~~renegotiating~~ negotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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 Architect 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 Architect and the Architect'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 Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, 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 Architect 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 author of the Instruments of Service, the Owner releases the Architect and Architect'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 Architect 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 Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect 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 Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven 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 Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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 Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

§ 10.8 If the Architect 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.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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

Phase 1: Architectural Programming Space Analysis:

Compensation shall be a fixed fee in the amount of Eighteen Thousand Dollars (\$18,000.00). Fifty percent (50%) of the Phase 1 fee will be invoiced after completion of needs assessment, and final fifty percent (50%) shall be invoiced after completion of the final report.

Phase 2: Project Implementation:

The final scope and budget for the Cost of the Work will be determined in Phase 1 and 2. The following percentage of construction costs scale for calculation of Architect's compensation shall be based on the following:

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COST OF THE WORK:	NEW CONSTRUCTION	ADDITION/RENOVATION
Under \$1,000,000.00	7.75%	8.25%
\$1,000,000.00 to \$3,000,000.00	7.00%	7.50%
\$3,000,000.00 to \$5,000,000.00	6.25%	6.75%
\$5,000,000.00 to \$10,000,000.00	5.75%	6.00%
\$10,000,000.00 and above	5.25%	5.50%

During Phase 2, the Architect shall be compensated for the design of:

- unaccepted additive alternates,
- accepted deductive alternates, and
- aspects of the Project designed but removed from the Project through value engineering or similar processes.

Compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5, based on (1) the lowest bid, or (2) if no such bids are received, the most recent estimate of the Cost of the Work prepared by the Architect for such portions of the Project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional services shall be provided upon prior written approval of the Owner of such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Additional services shall be provided upon prior written approval of the Owner of such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent (\_\_\_\_%), or as otherwise stated below:

Additional services shall be provided upon prior written approval of the Owner for such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 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:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or bid, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 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.)

Employee or Category	Rate
<u>Principal in Charge</u>	<u>\$150.00</u>
<u>Design Architect</u>	<u>\$130.00</u>
<u>Associate / Architect</u>	<u>\$110.00</u>
<u>Architect</u>	<u>\$ 95.00</u>
<u>Onsite Construction Administrator</u>	<u>\$ 90.00</u>
<u>Specification Writer</u>	<u>\$ 90.00</u>
<u>Interior Designer</u>	<u>\$ 90.00</u>
<u>Building Information Modeler</u>	<u>\$ 75.00</u>
<u>Graphic Designer</u>	<u>\$ 50.00</u>
<u>Administrative Support</u>	<u>\$ 40.00</u>

§ 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 Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 ~~Site office expenses; and~~
- .11 ~~Other similar Project-related expenditures;~~ expenditures approved by the Owner.

The estimate for Phase 1 reimbursable expenses is approximately \$500.00. Phase 2 expenses cannot be estimated, as these expenses are directly related to the size, cost and complexity of the Project.

Direct owner expenses shall include the following:

- Fees paid for securing approval of authorities having jurisdiction over the Project
- Boundary and / or topographic survey
- Soil borings and other geotechnical services
- Storm water management report and / or calculation fees
- Traffic impact studies (if required)
- Environmental analysis and abatement – e.g. contaminated soils, buried tank, asbestos, lead, etc.
- Archeological studies
- Services associated with building commissioning
- Municipality, utility and other impact fees
- Wisconsin Department of Natural Resources or other similar environmental permitting

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 110 %) of the expenses incurred.

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User Notes:

(1958861328)

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

No compensation due.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

8.00 % eight percent per annum

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

**§ 11.10.4** 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:

Optional / Enhanced Services:

The following are not included in the basic services, but can be provided if requested:

-Audio visual design.

-Design, specification, inventory of existing and / or selection of furnishings and loose equipment, e.g. systems office furniture, library shelving and furniture, etc.

-Design of public roadways, streets, intersections or traffic signals (design of private / on-site circulation is included in base fee).

-Leadership in Energy and Environmental Design (LEED) documentation to include registration of the project and all documentation associated with the building portion of the required LEED submittal.

-Geothermal conductivity analysis and / or design of geothermal HVAC system and associated ground source – e.g. bore field or pond.

-Life cycle cost analysis of building systems and/or finishes – e.g. mechanical systems, electrical systems and lighting, floor finishes, etc.

-Digital building energy modeling beyond basic analysis required to meet requirements of agencies having jurisdiction over the Project.

-Detailed roof survey and building envelope analysis – e.g. roofing systems, exterior façade, windows, thermal imaging, etc.

-Design of non-conventional / deep foundations systems – e.g. pilings, caissons, aggregate piers, structural slab on grade, etc.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

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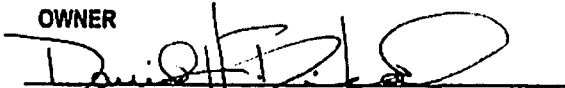
§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if ~~completed~~, or the following:  
completed;
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

AIA Document B101 – 2007 Exhibit A, Initial Information  
Exhibit B, Phase I Architectural Programming Space Analysis Process

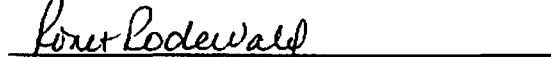
This Agreement entered into as of the day and year first written above.

OWNER

  
(Signature)

DAVID H. ZIEBEL, DIRECTOR OF DPV  
(Printed name and title)

ARCHITECT

  
(Signature)

Ronet Rodewald  
Director of Finance

(Printed name and title)

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## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Ronet Rodewald, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:37:07 on 10/06/2015 under Order No. 1626119630\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Ronet Rodewald  
(Signed)

DIRECTOR OF FINANCE  
(Title)

OCTOBER 6, 2015  
(Dated)



**AIA**<sup>®</sup>

# Document B101™ – 2007 Exhibit A

## ***Initial Information***

for the following PROJECT:  
*(Name and location or address)*

Project Number 3245  
Sheboygan City Hall  
828 Center Avenue  
Sheboygan, Wisconsin 53081

**THE OWNER:**  
*(Name, legal status and address)*

City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

**THE ARCHITECT:**  
*(Name, legal status and address)*

Bray Associates Architects, Inc.  
Post Office Box 955  
Sheboygan, Wisconsin 53082-955

This Agreement is based on the following information.  
*(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.")*

### **ARTICLE A.1 PROJECT INFORMATION**

§ A.1.1 The Owner's program for the Project:  
*(Identify documentation or state the manner in which the program will be developed.)*

Phase I services shall determine the Owner's program. The purpose for this program analysis is to develop recommendations and cost estimates to repair, restore and/or improve the building and/or develop alternatives with building new or additions to existing structures to house the occupants of City Hall.

§ A.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.)*

To be determined during Phase I.

§ A.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 break down.)*

To be determined during Phase I.

**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.

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/

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Preliminary Schedule: The City's goal for occupancy in late 2018 or early 2019 is reasonable and should allow sufficient time to solicit significant input and to explore numerous concepts prior to committing to a final design. The planning and design process must allow time to explore design options, resolve potential issues, develop creative and cost effective solutions, and meet the expectations of all stakeholders. The following is a preliminary schedule:

Phase 1:

Project initiation: Early October 2015

Existing data review: November 2015

Needs assessment: November 2015 through January 2016

Conceptual design: January through March 2016

Final report: April 2016

Upon Owner's approval, Architect shall proceed with Phase 2 - Project Implementation:

Project re-initiation: November 2016

Design development: November 2016 through January 2017

Community input/work session: January 2017

Construction documents: February 2017 through July 2017

Bidding and award: August through September 2017

Construction and close out: September 2017 through November 2018

\*It may be advantageous (if possible) to either move the commencement of construction to the late spring of 2017 or delay it to the spring of 2018 to avoid winter construction costs that would be required with a fall of 2017 construction start.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive bid.

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

Historic preservation and / or restoration may be required if Phase I determines that remaining in the current building is the best direction.

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

David H. Biebel  
Director of Public Works  
City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Matthew Wolfert, AIA, LEED AP  
President  
Bray Associates Architects, Inc.  
173 North Broadway  
Milwaukee, Wisconsin 53202

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

To be determined

.2 Heating, Ventilating and Air Conditioning (HVAC) Engineer

Fredericksen Engineering, Inc.  
12308 Corporate Parkway  
Mequon, Wisconsin 53092

.3 Electrical Engineer, Technology Wiring Design, Security System Design

Muermann Engineering, LLC  
116 Fremont Street  
Kiel, Wisconsin 53042-0235

.4 Civil Engineer

Kapur & Associates, Inc.  
7711 North Port Washington Road  
Milwaukee, Wisconsin 53217

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

Int.



**AIA<sup>®</sup>**

# Document E201™ – 2007

## ***Digital Data Protocol Exhibit***

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the second day of October in the year Two Thousand Fifteen.  
(In words, indicate day, month and year-year)

**BETWEEN:**

*(Name, address and contact information, including electronic addresses)*

City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

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

**AND:**

*(Name, address and contact information, including electronic addresses)*

Bray Associates Architects, Inc.  
Post Office Box 955  
Sheboygan, Wisconsin 53082-0955  
mwolfert@brayarch.com

~~for~~ For the following Project:Project Number:  
*(Name and location or address)*

Bray Project Number 3245  
City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

**~~TABLE OF ARTICLES~~**

Init.

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

**ARTICLE 1 GENERAL PROVISIONS**

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

**§ 1.2 DEFINITIONS**

~~§ 1.2.1 Digital Data.~~ **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

~~§ 1.2.2 Confidential Information.~~ **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

~~§ 1.2.3 Written or In Writing.~~ **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

**ARTICLE 2 TRANSMISSION OF DIGITAL DATA**

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential 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.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

**ARTICLE 3 PROJECT PROTOCOL TABLE**

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	PDF	O/A/C	EMA	O/A/C	S/R	#1
§ 3.1.2 Project communications				C		
General communications	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Meeting notices	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Agendas	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Minutes	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Requests for information	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Design Development Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Construction Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF	A	EMA/CD/FTP	O/C	S	#1
Drawings	PDF	A	EMA/CD/FTP	O/C	S	#1
Specifications	PDF	A	EMA/CD/FTP	O/C	S	#1
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Shop drawings						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	W/PDF	A	EMA/CD/FTP	O/C	S/R	#1

init.

<u>Requests for proposal</u>	<u>W/PDF</u>	<u>A</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>Proposal</u>	<u>W/PDF</u>	<u>A</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>Modification communications</u>	<u>W/PDF</u>	<u>A/O/C</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>§ 3.1.8 Project payment documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA</u>	<u>O/A/C</u>	<u>S/I</u>	<u>#1</u>
<u>§ 3.1.9 Notices and Claims</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA</u>	<u>O/A/C</u>	<u>S/I</u>	<u>#1</u>
<u>Other:</u>						
<u>§ 3.1.10 Closeout documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA/CD/</u> <u>FTP</u>	<u>O/A/C</u>	<u>S/R/I</u>	<u>#1</u>
<u>Record documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/A/C</u>	<u>S/R/I</u>	<u>#1</u>

**§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS**

*(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)*

**Data Format:**

*(Provide required data format, including software version.)*

W .doc, Microsoft® Word

PDF .pdf, Adobe® Acrobat Reader compliant

**Transmitting Party:**

O Owner

A Architect

C Contractor

**Transmission Method:**

EM Via e-mail

EMA As an attachment to an e-mail transmission

CD Delivered via Compact Disk

PS Posted to Project Web site

FTP FTP transfer to receiving FTP server

**Receiving Party:**

O Owner

A Architect

C Contractor

**Permitted Uses:**

*(Receiving Party's permitted use(s) of Digital Data)*

S Store and view only

R Reproduce and distribute

I Integrate (incorporate additional digital data without modifying data received)

M Modify as required to fulfill obligations for the Project

Init.

**Notes:**

*(List by number shown on table.)*

**#1 Editable .dwg, .dxf, .rvt or any other CAD compliant file type will be communicated at the discretion of the Architect. All communication and use of such files is done at the sole risk of the user. Architect shall bear no liability and be held harmless for modifications or interpretations of such documents.**

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Ronet Rodewald, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:39:43 on 10/06/2015 under Order No. 1626119630\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007, Digital Data Protocol Exhibit, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Ronet Rodewald  
(Signed)

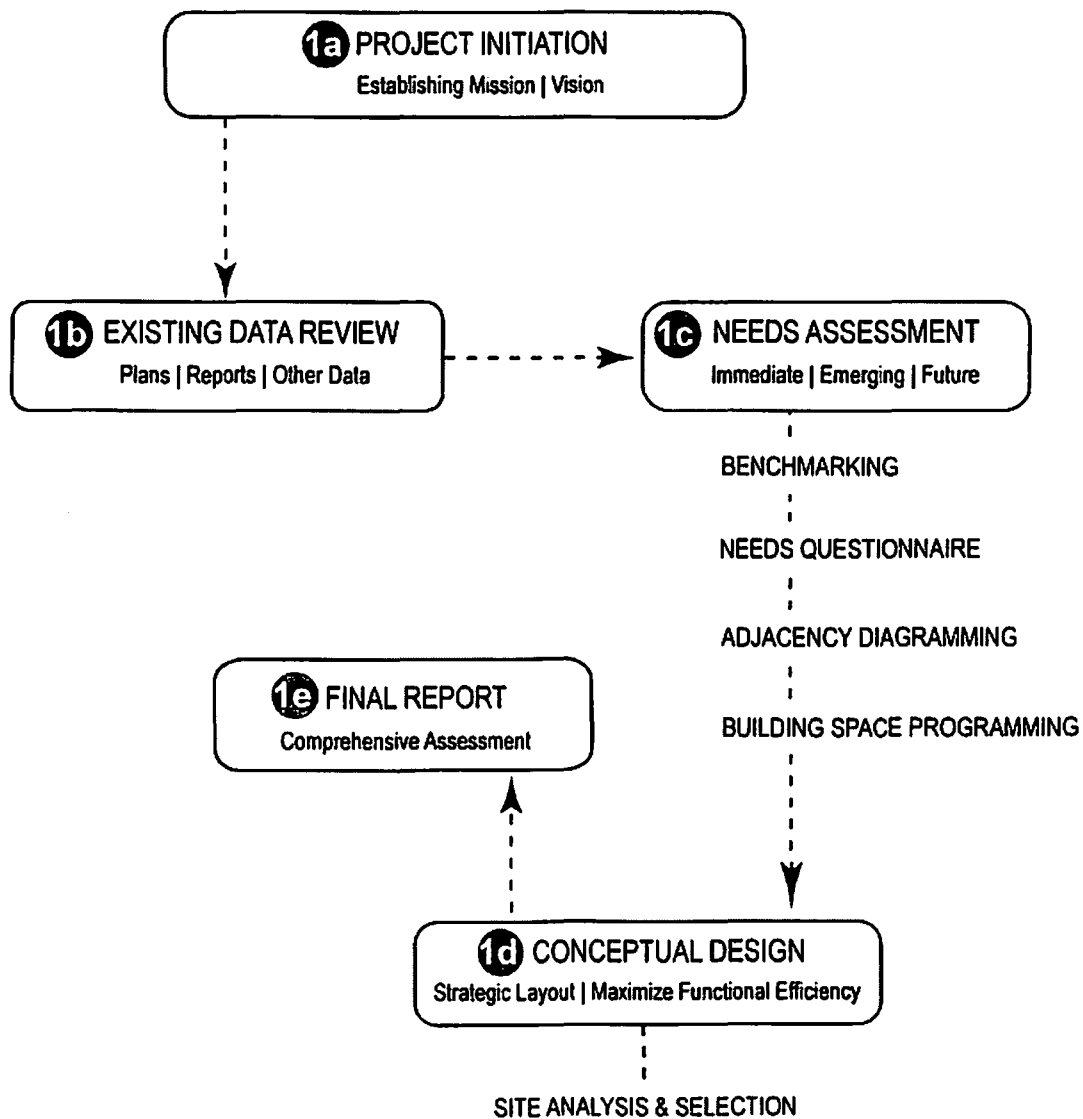
DIRECTOR OF FINANCE  
(Title)

OCTOBER 6, 2015  
(Dated)

The following needs assessment process has been developed by Bray Architects and implemented on hundreds of public sector building projects. The goal is to provide a structured approach to determine the building needs for today, while creating flexibility for the future to accommodate both emerging trends and future requirements.

This proven approach is only successful because of our team's strong belief in, and desire to, listen and respond to our clients. Each community or department we engage in the planning and design process has a unique set of needs and our approach to defining those needs is not precisely predetermined. This approach is therefore a guide which will be adapted appropriately to your specific project.

Phase One



**1a** Project Initiation | Establishing Mission and Vision

**Goals**

- Establish a decision making structure/approach
- Define the vision and objectives
- Establish or confirm City's and Department's day-to-day contact
- Determine schedule with critical reporting or funding dates
- Gather existing information - e.g. drawings, past studies

**Process**

Bray Architects proposes that a steering committee be established to initiate the needs assessment process and to participate throughout the study in guiding the team's efforts. Through a project initiation meeting Bray Architects would define its needs assessment approach, tools, and methods; and identify more completely all aspects/operations to be included in a new or expanded facility.

It is Bray Architects' intent to utilize the committee at key points throughout the needs assessment process to both report progress and review and consider information and issues coming forth from the study process and their impact on the direction of the team's work.

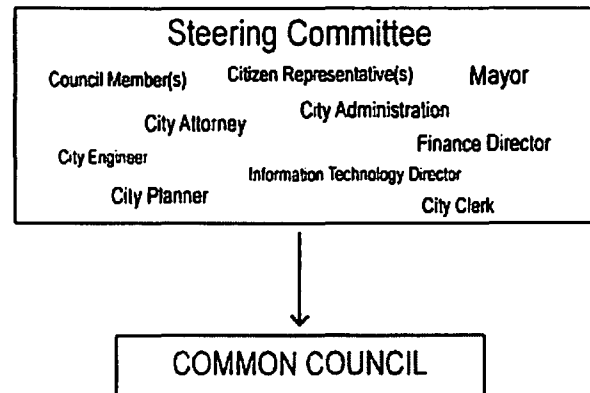
**Deliverables**

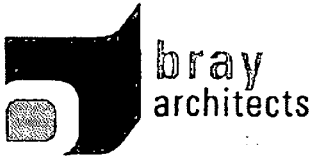
- Project or study mission statement
- City and design team project directory
- Preliminary schedule
- Study goals / expectations

**Steering Committee Approach**

In our experience, the best way to establish the inter-relationship between administration, department leadership, staff, user groups and community would be to involve them in a steering committee.

The Steering Committee consists of elected officials, citizens, city leadership, union representatives, financial personnel, etc. The Steering Committee is the group that is ultimately responsible to make a recommendation to the Common Council.





# EXHIBIT B

## 1c Needs Assessment | Immediate, Emerging and Future

### Goals

- Identify comparable communities and/or facilities to use as bench marks when evaluating space needs
- Establish quantity, size and unique requirements of individual spaces
- Define departmental structure and establish proper relationships between spaces through diagramming
- Document immediate, emerging and future needs in a written building space program

### Process

Bray Architects will utilize a proven process to determine not only the current needs but also the emerging and future needs of each affected department.

This highly interactive process relies heavily upon an open dialogue between department leaders and the design team. The result is not just a listing of the number and size of spaces, but a written and graphic depiction of how each department should ideally be arranged.

A unique, and highly important component of our process, is the use of a detailed needs questionnaire. The quantity and size information from the needs questionnaire are translated into the final space program while the adjacency requirements and other specialized requirements of the spaces are documented for use during future phases.

### Deliverables

- Summary of benchmarking studies
- Responses to needs questionnaire
- Diagrams identifying interdepartmental adjacency and overall building requirements
- Final space program identifying immediate, emerging and future needs

### Graphic Approach to Assessing Needs

The images below and on the following pages exemplify the graphic approach that we believe greatly enhances not only the accuracy and validity of the needs assessment, but also puts our owners in a position to better understand the types, sizes and technical requirements of the proposed spaces early in the planning process.

### Needs Questionnaire

**Existing Department Space Use Survey**

**Police/Emergency Management/PATROLB**

Name: Asst. Chief Tom Zanner Date: 06/03/2013

**Staffing**

a. Sworn Officers: 0 Employees: 0

b. Temporary/Part time Employees: 0 Other: 0

c. Do you currently share staff with other Department(s)?  Yes  No

If Yes, Which Department(s)? \_\_\_\_\_

**Department Interaction**

a. Do all the departments and/or individuals, with whom your Department has often interact?

Comment: Emergency Management, IT, Inspections Dept, Engineering

b. Do you currently share space with other Department(s)?  Yes  No

If Yes, Which Department(s)? Emergency Management

**Meeting/Conference Room**

a. What is the average size for most of your Departmental meetings?

Number of people: 7

b. What is the average size for most of your Departmental meetings?

Number of people: 18

**Public Interaction**

a. How often do members of the public visit your Department?

Visitors per day: 20 Visitors per week: 140

b. In this interaction, is it formal or informal or both?  Informal  Formal  Other

If Other, describe: Both

**Storage**

a. Does your Department currently have the need for confidential storage/records/archive?

Yes:  No:  Comment: Individual office case assignments

**General**

a. What is the best aspect of your current Departmental space?

Comment: Close proximity for interaction and passing operational information

b. What is the most challenging aspect of your current Departmental space?

Comment: Lack of confidentiality for case management and personnel issues





# EXHIBIT B

## 1c Needs Assessment | Immediate, Emerging and Future

### Building Space Programming

WALKESHA MUNICIPAL STUDY  
CITY OF WALKESHA  
WALKESHA, WISCONSIN  
BRAY PROJECT NO. 3060

Bray Architects Architects, Inc.  
Sheboygan & Milwaukee, Wisconsin

Monday February 27, 2012

#### PRELIMINARY SPACE PROGRAM

No.	Net Program Area	Existing Area		Immediate Need		Notes
		Area No.	Total Area	Area No.	Total Area	
1.00	Assessor					
1.01	Assessor Workroom	134	1,344	1,300	1,000	4 workstations
1.02	Office / Director	212	212	275	275	
1.03	Office / Assessor 2	147	147	100	100	
1.04	Office / LSA	142	142	100	100	
1.05	Conference	149	149	175	-	4-6 people (shared w/ Com. Dev. & Ch. Tr.)
1.06	Vault	175	175	125	125	
<b>Total Assessor Area:</b>			<b>3,139</b>		<b>2,600</b>	
2.00	Attorney					
2.01	Attorney Workroom	475	475	500	500	2 workstations - public meeting
2.02	Office / City Attorney	179	179	275	275	
2.04	Office / Attorney / Mail	104	104	100	100	
2.05	Office / Attorney (251)	143	143	100	100	
2.06	Office / Attorney (252)	153	153	100	100	
2.07	Office / Attorney (254)	139	139	100	100	
2.08	Conference - Library	246	246	240	240	6-8 people - library (existing), use
2.09	Record Storage	71	71	250	250	
2.11	Office / Director			100	120	
<b>Total Attorney Area:</b>			<b>1,718</b>		<b>1,770</b>	
3.00	City Administrator					
3.01	Office / Director	475	475	275	275	
3.04	Conference Room			275	275	6-10 people, arrival from Director's office
3.05	Administrative Assistant					Shared staff w/ Mayor, and Mayor
3.06	Public Waiting					Shared w/ Mayor, and Mayor
<b>Total City Admin Area:</b>			<b>718</b>		<b>550</b>	
4.00	Clerk / Treasurer					
4.01	Public Lobby	140	140	200	200	Windows required, note shared lobby
4.02	Staff Workroom	649	649	600	600	4 open workstations
4.03	COPY / Reception	209	209	200	200	2 public information stations
4.04	Office / Deputy Clerk	141	141	100	100	
4.05	Vault	140	140	140	140	
4.06	Clarks Open work	812	812	800	800	
4.07	Office / City Clerk	151	151	275	275	
4.08	Vault	111	111	125	125	
4.09	Record Storage	304	304	500	500	Adjust and parking in lobby
4.11	Conference Room			200	200	6-8 (shared w/ Assessor & Planner, pub)
4.00	Pub Room			150	150	
<b>Total Clerk / Treasurer Area:</b>			<b>3,904</b>		<b>3,390</b>	

Immediate Need No.	Total Area	Notes
1	100	
1	150	
1	100	
1	275	Assessor director door connecting
1	275	Secured storage - within office
1	100	6-10 (shared w/ Assessor, city pub lobby)
1	100	
2	100	Existing room 224
1	100	Existing room 233
1	150	
2	215	Include telephonic station
1	100	
1	150	Office supplies, adjacent print/copy
1	64	
1	500	Unisex staff restroom, near staff entry
1	1,200	
1	1,200	Ray Assembly to be replaced
<b>5,649</b>		
11	4,175	11 offices - storage
1	183	
1	260	
1	450	Unisex
1	375	
1	275	6-10 people, arrival from Director's office
1	275	Shared staff w/ Mayor, and Mayor
1	275	Shared w/ Mayor, and Mayor
1	200	Windows required, note shared lobby
3	375	4 open workstations
1	200	2 public information stations
1	100	
1	150	
1	275	
7	875	7 workstations
1	150	20 seats (shared w/ Water Lobby)
1	150	
1	150	Staff office
1	50	
1	50	
1	45	
9	64	9-10
9	761	9-10
9	502	500

Immediate Need No.	Total Area	Notes
1	130	
1	150	
2	300	
1	100	
1	150	
1	175	
<b>11,240</b>		
1	500	Including print / copy
4	4	4-4 people (shared w/ Clerk Treasurer)
1	100	Existing room 103
2	300	Existing room 104
1	100	Existing room 101
1	140	
1	275	Department head
1	450	Consolidate all office storage
<b>1,065</b>		
2	280	2 workstations, open workspace
1	275	
1	300	
1	175	4-6 people, private, sound sealed
1	500	
<b>1,580</b>		
1	275	6-16 people, enclosed
1	275	
1	100	Existing room 018
1	100	Existing room 019
1	100	Existing room 020
1	100	Existing room 021
1	100	Existing room 022
1	100	Existing room 023
1	100	4 workstations, 1000 workstations / counter
1	450	Adjacent to mechanical room
1	75	
1	640	15-20 people, training at tables
1	500	

**1d** Conceptual Design | Strategic Layout - Maximize Functional Efficiency

**Goals**

- Confirm the findings of the space programming and diagramming efforts through plan development
- Establish green/sustainable design/LEED goals for the proposed project as they may impact site plan, floor plan and budget development
- Develop conceptual floor plans that respond to the proposed site and give sufficient detail for the owner to clearly understand how the building will function
- Generate conceptual site plans that identify ingress and egress locations, parking and drives, setback requirements, environmental features, public spaces, etc.
- Prepare conceptual cost estimates for the option or options being recommended for community input

**Process**

As with the adjacency diagramming, the conceptual design phase relies heavily upon owner input and critical analysis of the conceptual floor and site plans.

Typically the conceptual design phase takes two or three work sessions with a similar number of conference calls and/or online design meetings.

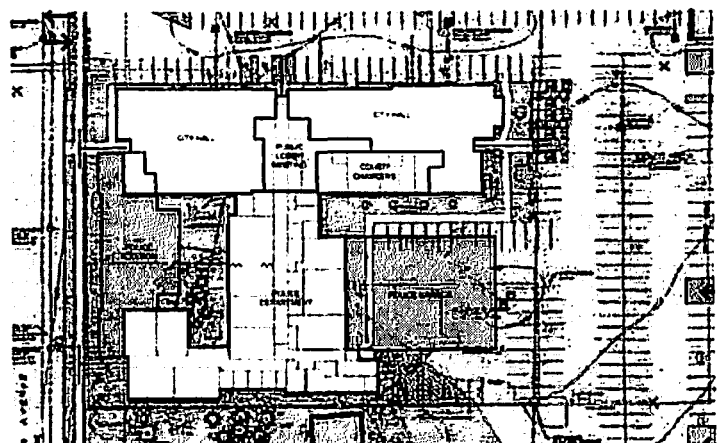
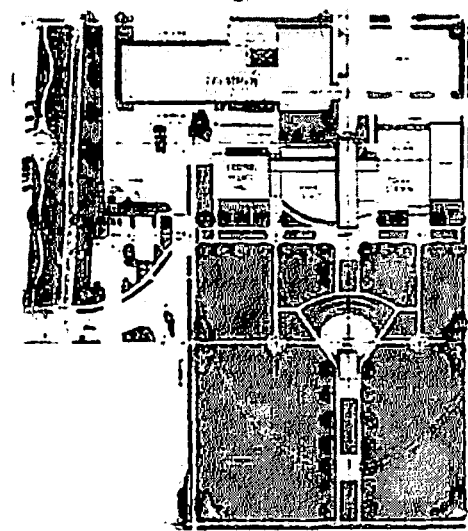
The key to a successful conceptual design effort is for all parties to analyze the options based on how processes will be enhanced by the new building, not how those processes are undertaken today.

**Deliverables**

- Conceptual site and floor plan(s)
- Preliminary cost analysis for options being considered
- Major building and/or site sections that are required to understand the proposed building, site or the relationship between the two

**Conceptual Floor Plans, Site Plans and Cost Analysis**

This will be the first opportunity for the owner and design team to begin visualizing refined floor plans and experiencing how the new or remodeled building will function. The main objective of this phase is to confirm the space needs, generate conceptual floor and site plans, and establish preliminary cost estimates for the options being considered.



**1d Conceptual Design** | Strategic Layout | Maximize Functional Efficiency

**Site Analysis & Selection**

**Goals**

- Document current condition of existing site
- Review site utility capacities to determine future expansion capabilities
- Review general condition of existing infrastructure - e.g. asphalt, concrete, drainage, landscaping, etc.

**Process**

Bray Architects, along with civil engineers, will conduct a detailed analysis of the existing site. Existing conditions will be documented and estimations of the anticipated remaining useful life of site utilities and infrastructure will be prepared.

The information gathered during the site assessment phase will be of great value when considering how reuse of the existing site will affect the proposed new building.

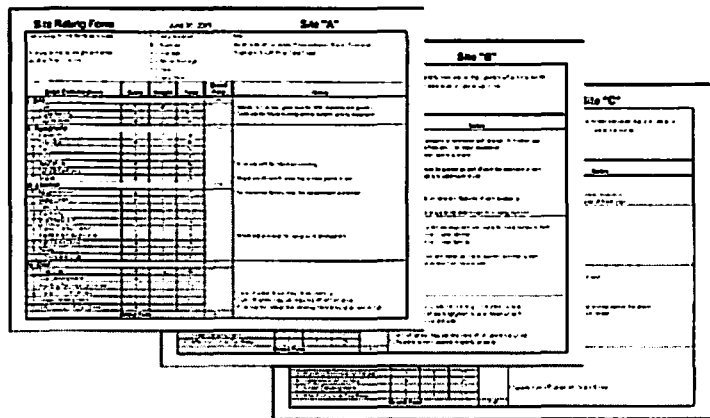
**Deliverables**

- Written reports on existing site infrastructure
- Photographic documentation of current site deficiencies for use in communicating why replacement is needed
- Preliminary construction cost estimates for recommended site utility and infrastructure upgrades

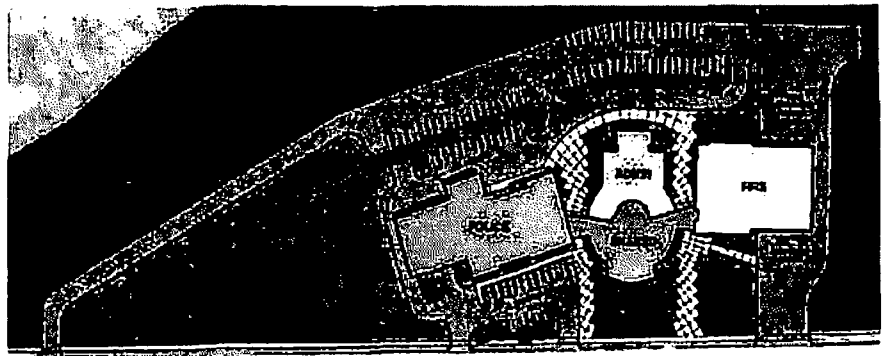
**Importance of Site Analysis / Site Selection**

The availability of quality sites for construction of new or renovated facilities becomes more challenging as our communities continue to grow. The analysis of existing site conditions, or the evaluation of potential new sites, is more important than ever as site design and construction has become the most strictly monitored aspect of any building project.

Bray Architects understands the importance of existing site analysis or new site selection to establish the basis for a successful project. Existing site conditions can dramatically impact costs and usability - making it important to fully understand these issues before committing to a site.



The image shows a 'Site Utility Form' with two main sections: 'Site "A"' and 'Site "B"'. The 'Site "A"' section contains a large table with columns for 'Utility Type', 'Depth', 'Material', 'Status', and 'Notes'. Below this table are several text boxes for 'Site Information', 'Utility Information', and 'Remarks'. The 'Site "B"' section contains a smaller table and text boxes for 'Site Information' and 'Remarks'. The form is titled 'Site Utility Form' and 'Date: 10/1/2011'.



**1e** Final Report | Comprehensive Assessment

**Goals**

- Document the extensive efforts undertaken to arrive at a recommended facilities master plan
- Provide a comprehensive document that community leader's reference for years to come when faced with a facilities question
- Establish and document a long term vision that is supportable by the departments being affected and by the community
- Present the findings and recommendations of the needs assessment to the public in a concise, yet comprehensive, document

**Process**

The preparation of the final report is the culmination of all of the activities undertaken during the needs assessment process.

Members of the planning committee are asked to review the draft report to verify that it accurately reflects the process undertaken.

The final report is presented to the City Council which is typically followed by an open dialogue to ensure members' questions can be answered.

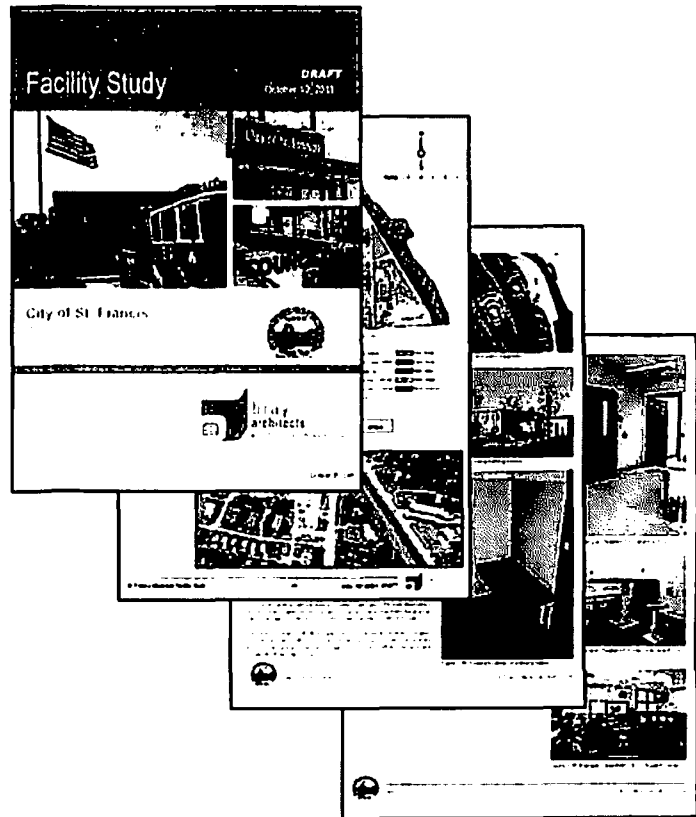
**Deliverables**

- Final report containing an executive summary and recommendations on how to proceed
- Final report will be supported by all of the deliverables listed in phases 1a-1d of the needs assessment process
- Presentation of final report

**Final Report | A Master Plan for Future Development**

The main objective of the final report is to provide elected officials and public administrators with a comprehensive document that is utilized to make facilities decisions related to the immediate, emerging and future needs of a community.

The recommendations contained within the final report will be supported by a proven process, a detailed review of existing buildings and sites, and detailed cost information prepared by the architectural/engineering team.



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Res. 14-17-18, (Council Document 5.6) Resolution Authorizing to Enter Into Contract with Bray Architects for Phase Two Project Implementation for the City Hall Remodeling Design, Development, and Construction Documents including Bidding and Negotiating as well as Construction Management.

---

**REPORT PREPARED BY:** David H. Biebel, Director of Public Works

---

**REPORT DATE:** May 4, 2017

**MEETING DATE:** May 9, 2017

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The Common Council adopted the Building Use Committee recommendation R.C. 437-16-17 on April 17, 2017, to proceed with remodeling City Hall with Option 1: \$11.1 million and Option 2: \$8.5 million being considered as outlined in the committee report but consider Options 6-7-8 if City Hall remodeling isn't viable.

**STAFF COMMENTS:**

Attached for your review and consideration is a breakdown of the project enhancements for Option 1 to be considered as part of the design process as well as a tentative timeline of the project. With design it is anticipated that refined construction estimates will be provided for review and approval prior to final design. It is the goal to capture as many elements of Option 1 within Option 2's budget. Final design and budget will be determined as details are developed with the plans and specifications. Furthermore, Bray Architects fees are based on a percentage (six percent) of final construction costs.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Resolution 14-17-18 authorizing to enter into contract with Bray Architects for Phase Two Project Implementation for the City Hall Remodeling Design, Development, Construction Documents including Bidding and Negotiating as well as Construction Management.

**ATTACHMENTS:**

- I. Res. 14-17-18
- II. Bray Architects - Preliminary Cost Estimate
- III. Bray Architects – DRAFT Timeline

SHEBOYGAN CITY HALL  
CITY OF SHEBOYGAN  
SHEBOYGAN, WISCONSIN  
BRAY PROJECT NO. 3245



Bray Associates Architects, Inc.  
Sheboygan & Milwaukee, Wisconsin

Monday | April 10, 2017

## **Preliminary Cost Estimate | Existing City Hall Project Enhancements | Existing City Hall**

<b>Previous reduced scope budget</b>		<b>\$8,500,000.00</b>
<b>Project Enhancements</b>		
Replace North Facade with Curtainwall	\$	650,000.00
Improve corridor and plan efficiencies	\$	350,000.00
Atrium feature(Includes relocating toilets)	\$	465,000.00
Additional plaza enhancements(lighting, planters etc.)	\$	35,000.00
Renovate basement for as office environment	\$	675,000.00
5% Inflation Factor (Construction Start Early 2018)?	\$	<u>425,000.00</u>
		<b><u>\$ 2,600,000.00</u></b>
<b>Total Project Estimate</b>		<b>\$11,100,000.00</b>



**City of Sheboygan**

**City Hall Renovation and Restoration**

**DRAFT TIMELINE**

MAY 15, 2017	Council approval of resolution authorizing proceeding to Phase II
MAY 16 – JUNE 20, 2017	Review and update program and preliminary design with city user groups. Engineer walkthroughs, system evaluations and recommendations.
JUNE 20 – JUNE 30, 2017	Update cost estimate for council approval/review.
JULY 2, 2017	Council Approval of revised budget.
JULY 3 – SEPT 1, 2017	Design Development to 100%
SEPT 2, 2017 – JAN 8, 2018	Construction Documents to 100%
JAN 8, 2018	Construction Documents available to bidders.
FEB 8, 2018	BIDS DUE
FEB 19, 2018	Council approval of general contractor bid award.
FEB 20, 2018 – SPRING 2019	Construction
MARCH 1, 2019	Move-in

[www.brayarch.com](http://www.brayarch.com)

Milwaukee, WI 829 S. 1st Street Milwaukee, WI 53204 414.226.0200  
Sheboygan, WI 1227A N. 8th Street, PO Box 955 Sheboygan, WI 53082-0955 920.459.4200

II

4.12

R. O. No. 12 - 17 - 18. By CITY CLERK. May 1, 2017.

Submitting a memo from the Mayor to Alderperson Wolf, Chairman of Public Works and David Biebel, Director of Public Works regarding the formation of Sheboygan Snow Emergency Ordinance Review Task Group.

P.W.

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City Clerk



## MEMO

**Date:** July 28, 2016

**To:** Todd Wolf, Chairman of Public Works Committee

David Biebel, Superintendent, Department of Public Works

**SUBJECT:** Formation of Sheboygan Snow Emergency Ordinance Review Task Group

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In the last four years or more Sheboygan has not declared a snow emergency. If this ordinance is not needed we should eliminate this regulation. The current alternate side of the street parking ordinance needs to have the hours that it currently enforces studied, lacks the ability to tow improperly parked vehicles to enforce the ordinance. In addition, that ordinance does not allow an option to suspend winter parking restrictions when a period of unseasonably warm weather is experienced in Sheboygan, as was the case in 2016-17.

I further suggest that the Task Group consider establishing two zones in Sheboygan for winter parking restrictions. One zone located to the North, West and South of the Central City core where properties have garages and/or driveways to accommodate off street overnight parking. In this zone a No Overnight Parking restriction would be in effect during the winter season. The Zone in the Central City would continue to use the alternate side of the street parking. This structure would allow more flexibility for the plowing crews to stage their snow plowing operations during winter snow storms.

I request that the Public Works Committee, at their May 9<sup>th</sup> meeting, consider the formation of a of Sheboygan Snow Emergency Ordinance Review Task Group.

The mission of the group will be to:

- Study the current Snow Emergency Ordinance and how it impacts snow plowing operations.

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

- Investigate the above options and compare to the practices of other municipalities.
- Formulate a report with recommendations on the necessary changes to the City's Snow Emergency Ordinance to the Public Works Committee by August 13, 2017.

The following should be considered to be members of the Sheboygan Snow Emergency Ordinance Review Task Group:

Public Works Committee Member, Director of Public Works, Superintendent of Streets and Sanitation, Sheboygan Police Department, four citizen members, two citizens from each of the two zones proposed above, Sheboygan City Attorney, snow plow crew supervisor and snow plow driver.

A handwritten signature in black ink that reads "Mike Vandersteen". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Mike Vandersteen, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Authorizing the Director of Public Works to Establish Sheboygan Snow Emergency Ordinance Review Task Group.

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**REPORT PREPARED BY:** Jason Blasiola, Superintendent of Streets and Sanitation

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**REPORT DATE:** May 5, 2017

**MEETING DATE:** May 9, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The formation of Sheboygan Snow Emergency Ordinance Review Task Group with the mission to study the following: Current snow plowing practices. Investigate establishing two zones in Sheboygan for winter parking restrictions and compare the practices of other municipalities. Formulate a report with recommendations on the necessary changes to the City's Snow Emergency Ordinance to the Public Works Committee by August 13, 2017. The group should include Public Works Committee Members, Director of Public Works, Superintendent of Streets and Sanitation, Sheboygan Police Department, four citizen members, two citizens from each of the two zones proposed above, Sheboygan City Attorney, snow plow crew supervisor and snow plow driver.

**STAFF COMMENTS:**

The current Snow Emergency Ordinance is outdated and needs to be changed to match the Department of Public Works current level of staffing and equipment.

**ACTION REQUESTED:**

Direct staff to proceed with the formation of the Sheboygan Snow Emergency Ordinance Review Task Group as described in R.O No. 12-17-18

**ATTACHMENTS:**

- I. R.O. 12-17-18



VIRGINIA AVE

S. WATER ST

S. 8TH ST

NEW JERSEY AVE

ELIMINATE PARKING

PROPOSED DRIVEWAY

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Discussion on Making South Water Street (South of Virginia Avenue) and New Jersey Avenue (west of South 8<sup>th</sup> Street) Two-Way Streets

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** April 7, 2017

**MEETING DATE:** April 11, 2017

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

This development will have an access driveway on New Jersey Avenue just west of South 8<sup>th</sup> Street (proposed driveway is highlighted in orange on the aerial drawing). Having two-way traffic on New Jersey Avenue and South Water Street will eliminate the need for residents living in this apartment building to always travel through this neighborhood to get access to the apartment's underground parking therefore minimizing the impact of extra traffic generated from this development into their neighborhoods.



**STAFF COMMENTS:**

This is high quality development for a portion of South 8<sup>th</sup> Street that is significantly underutilized. Visitors and residents continually express concerns about traveling either in a vehicle or walking lack of connectivity with the downtown and the riverfront. This project will

be a catalyst to drive redevelopment of other properties in this corridor. Also, the City has owned the property on the corner of S. 8<sup>th</sup> Street and Virginia Avenue for 20+ years with no interest in the site.

According to the 2014 Harbor Centre Downtown Master Plan, downtown Sheboygan can support up to 300 new apartments. Currently, with the two projects totaling 136 units under construction. This project is an additional 91 units bringing the total number of units to 227.

**ACTION REQUESTED:**

Direct staff to proceed with the drafting of the ordinance to make South Water Street between Virginia Avenue and New Jersey Avenue a two-way street. It is currently a one-way street southbound.

Direct staff to proceed with the drafting of the ordinance to make New Jersey Avenue between South 8<sup>th</sup> Street and South Water Street a two-way street. It is currently a one-way street eastbound.

Direct staff to proceed with drafting the ordinance to eliminate parking on the south side of New Jersey Avenue from South 8<sup>th</sup> Street to South Water Street.

**ATTACHMENTS:**

- I. Aerial Map