



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 2nd day of June in the year Two Thousand Fourteen  
(*In words, indicate day, month and year.*)

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

Jonesboro Economical Transportation System  
713 Caraway Road  
Jonesboro, AR 72401

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

Cromwell Architects Engineers, Inc, General Corporation  
101 South Spring Street  
Little Rock, Arkansas 72201  
Telephone Number: 501-372-2900  
Fax Number: 501-372-0482

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

JETS Intermodal Transit Center  
Jonesboro, AR

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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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.)*

Construction of a Multi-modal Central Transfer Facility for the Jonesboro Economical Transportation System. The building will be located at 713 S. Caraway Road. The facility, when complete, will serve JETS in the transfer of public transit riders in its system as well as perform as a facility to promote regional public transportation by allowing operators such as Greyhound and/or rural public transit systems to board/ deboard passengers. The facility will have a small passenger waiting room, restroom facilities, a small driver break area, and covered outside areas where passengers can load and unload public transit buses.

§ 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:

tbd

- .2 Substantial Completion date:

estimated at August 1, 2015

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§ 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.

§ 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

see attached certificate

.2 Automobile Liability

see attached certificate

.3 Workers' Compensation

see attached certificate

.4 Professional Liability

see attached certificate

## 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. Additional scope of services description can be found in the attached SOW documents. If a conflict arises between the contract and SOW, the attachment will take precedence.

§ 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

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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.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES (30% Documents)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, 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.

| (Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES (100% Documents)

§ 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

§ 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, if any; and, (4) awarding and preparing contracts for construction.

§ 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.

(Paragraphs deleted)

§ 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.

§ 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.

3.6.1.4 Architect shall facilitate a walk-through of the facility that shall occur no later than 11 months after substantial completion. This effort shall seek to identify any problems or warranty related items that should be addressed with the contractor prior to the expiration of the 12 month warranty period.

### § 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

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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.

#### § 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.

§ 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.)*

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming (B202™–2009)	Architect	Included in basic services
§ 4.1.2 Multiple preliminary designs	Architect	Included in basic services
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 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	Included in Basic Services (charette and concept development only)
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 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	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 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	

§ 4.2 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.

§ 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;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .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
- .2 Twenty ( 20 ) 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 Twenty Four ( 24 ) 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 Architect 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 Architect 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.

§ 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, 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 conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated 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, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating 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.

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§ 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.

§ 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 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.)*

\$78,076.57 Lump Sum not including Reimbursable Expenses  
Expenses are anticipated to be around \$7,112.34

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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User Notes:

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*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

n/a

§ 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.)*

as negotiated prior to service being provided.

§ 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 zero percent ( 0 %), or as otherwise stated below:

§ 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 Five	percent (	25	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<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 (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.)*

see attached hourly rate chart

Employee or Category	Rate
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### § 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.

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

#### § 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:

to be negotiated at the time of termination

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) 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 ninety ( 90 ) 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.)*

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§ 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:

#### 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.

§ 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:
- .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.)*

Exhibit A.1- Cromwell Scope of Basic Services

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Exhibit A.2- HDG/ MG Scope of Basic Services  
Certificate of Insurance  
Cromwell Standard Hourly Rate Chart

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

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
*Harold Perrin, Mayor*

  
\_\_\_\_\_  
*Daniel K. Fowla, COO*  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
*Donna Jackson, City Clerk*

| (Row deleted)





architects engineers 101 south spring street little rock, ar 72201 501.372.2900 cromwell.com

#### Background-

Our Team will provide architectural, design, and engineering services for the renovation/ construction of a Multi-Modal Central Transfer Facility for the Jonesboro Economical Transportation System (JETS). The building will be located at 713 South Caraway Road. The facility, when complete will serve JETS in the transfer of public transit riders in its system as well as perform as a facility to promote regional public transportation by allowing operations such as Greyhound and/or rural public transit systems to board/de-board passengers. This facility will have a small passenger waiting room, restroom facilities, a small driver break room, and covered outside areas where passengers can load and unload public transit buses.

The scope of services for the team are identified in the RFP for the project (attached hereto) and further described below. Note that we are proposing to omit the 60% submittal due to the nature of the project and team.

Task 1 & 2 will be provided by MG/ HDG. The scope for those services is contained within an attached document.

#### Task 3: 30% Complete Design Package

To develop the design for the Multi-Modal Central Transfer Facility and site elements of the project to a level of sufficient detail such that it will serve as a guide for preparing detailed construction documents for the project. This first set of schematic level drawings will begin to define the size, facility's structure, Site Design & landscaping, materials, finishes, Interior Design, fixtures, and other elements of the building. The Team will provide a preliminary cost estimate for construction. The Team will submit a site plan layout at this time to the City of Jonesboro through their "Pre-Application" process to obtain preliminary site related comments from various building officials.

#### A. Site Design:

1. Refine the basic site geometric layout design incorporating all major elements.
2. Supplement topographical survey with information pertinent to construction of improvements such as flow line elevations of storm sewer and any property line changes.
3. Determine Utility relocation requirements
4. Assess existing utility locations and capacities
5. Determine ultimate project utility requirements.
6. Define site grading / drainage concepts.
7. Review the need for retaining walls and determine the extent & height.
8. Prepare Landscaping Concept Plans.
9. Develop stormwater management system and water infiltration concepts.
10. Prepare preliminary design solutions for streetscape coordination.
11. Refine and Develop geometric layout of driveway entrances

B. Architectural Design:

1. Conduct Code Analysis
2. Develop building floor plans
3. Incorporate equipment planning into architectural designs.
4. Prepare sketches, drawings, studies, or computer models of alternate architectural concepts.
5. Coordinate equipment space needs.
6. Prepare architectural building elevations
7. Develop conceptual building sections.

C. Interior Design

1. Develop two alternate preliminary color/material schemes for interior finishes.

D. Structural Design:

1. Study alternative structural systems.
2. Collaborate to select structural system
3. Prepare schematic drawings illustrating the structural system.

E. Mechanical, Electrical & Plumbing Systems Design:

1. Study alternative HVAC systems
2. Collaborate to select mechanical systems.
3. Define building electrical system requirements
4. Define building plumbing system requirements.
5. Determine site security systems.
6. Define communication and data requirements.
7. Develop site lighting concepts.

F. Equipment Design & Branding:

1. Identification and functional layout for ticket vending, kiosks, and wayfinding.
2. Develop conceptual wayfinding and graphic concepts.
3. Prepare design narrative of specialty equipment design.

G. Presentation:

1. Conduct a 1 day work session/presentation to review and obtain feedback on the 30% Design Package. The Team shall submit the design documents to the Owner, advise the Owner of adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

H. Deliverables:

1. 30% Complete Design Package
  - a) Schematic Design Drawings
  - b) Schematic Design Cost Opinions.

#### Task 4: 100% Final Construction Documents

To provide final Construction Document package for bidding, permitting, and construction of all civil, structural, architectural, mechanical, electrical and plumbing elements for the entire project.

- A. Based on the Owner's approval of the 30% Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Team shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved 30% 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 Team 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 Team shall review.
- B. The Team shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- C. During the development of the Construction Documents, the Team 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 Team 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.
- D. The Team shall update the estimate for the Cost of the Work.
- E. Deliverables:
  - 1. Three copy sets of sealed construction documents & specifications to the Owner.
  - 2. One digital set on CD of sealed construction documents & specifications to the Owner.
  - 3. Approximately twenty copy sets of sealed construction documents & specifications for Bidding & Construction.
  - 4. One digital upload of documents & specifications for City of Jonesboro. Note: All city application fees, plan review & permitting fees are excluded.
  - 5. Eight copy sets of sealed construction documents & specifications for individual design team members.
  - 6. Final Cost Opinion.

Task 5: Bidding, Permitting & GC Negotiation

Assist the owner in obtaining qualified general contractor bids for construction and obtaining necessary building permits for construction. The Team shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Team shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

- A. The Team shall assist the owner in bidding the project by:
  - 1. Procuring the reproduction of Bidding Documents for owner's distribution to prospective bidders.
  - 2. Attending a pre-bid conference for prospective bidders.
  - 3. 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/or supplemental instructions.
  - 4. Owner Provided Services during bidding: advertising for competitive bids; administration of the bidding process; organizing and conducting the opening of bids, preparing construction contracts; and executing construction contracts.
- B. The Team shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- C. The Team shall assemble and submit all necessary documents to governing authorities and jurisdictions for plan review and permitting. In response to any plan review comments, the Team will prepare formal responses in the form of addenda and/or supplemental instructions.
- D. DELIVERABLES
  - 1. Not Applicable

#### Task 6: Construction Administration

To represent the owner during construction to observe that the construction follows the requirements set forth in the construction documents and specifications.

##### A. GENERAL:

1. The Team shall provide administration of the Contract between the Owner and the **Contractor as set forth below. Owner modifications shall not affect the Team's services** under this Agreement unless the Owner and the Team amend this Agreement.
2. The Team shall advise and consult with the Owner during the Construction Phase Services. The Team shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Team 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 Team be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.** The Team shall be **responsible for the Team'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.
3. **The Team's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Team issues the final Certificate for Payment.**
4. The Team will coordinate a post-construction meeting to review the project eleven months after substantial completion to visit any issues prior to the expiration of the one-year contractor's warranty period.

##### B. EVALUATIONS OF THE WORK

1. The Team shall visit the site at intervals appropriate to the stage of construction 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 Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Site visits shall occur, on average, every two weeks, and bi-weekly observation reports shall be prepared and submitted accordingly. On the basis of the site visits, the Team 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.
2. The Team has the authority to reject Work that does not conform to the Contract Documents. Whenever the Team considers it necessary or advisable, the Team 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 Team 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 Team to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3. The Team shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or **Contractor. The Team's response to such requests shall be made** in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. Interpretations and decisions of the Team 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 Team 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 Team's decisions on matters relating to aesthetic effect shall be final** if consistent with the intent expressed in the Contract Documents.
5. Unless the Owner will designate an on-site project engineer to serve as an Initial Decision Maker, Steve Ewart, in consultation with the Team, shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### C. SUBMITTALS

1. **The Team shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Team'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 **Team's professional judgment to permit adequate review.**
2. In accordance with the Team-approved submittal schedule, the Team 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 Team's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Team, of any construction means, methods, techniques, sequences or procedures. The Team's approval of a** specific item shall not indicate approval of an assembly of which the item is a component.
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 Team shall specify the appropriate performance and design criteria that such services must satisfy. The Team 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 Team. The Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
4. The Team shall review and respond to requests for information about the Contract Documents. The Team 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 Team's response to**



such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

5. The Team shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### D. CHANGES TO THE WORK

1. The Team or Steve Ewart, the owner's authorized decision maker, may authorize minor changes in the Work on site that are consistent with the intent of the Contract Documents and do not rise to the need for a request for information, or involve an adjustment in the Contract Sum or an extension of the Contract Time. The Team shall **prepare Change Orders and Construction Change Directives for the Owner's approval** and execution in accordance with the Contract Documents.
2. The Team shall maintain records relative to changes in the Work.

#### E. PROJECT COMPLETION

1. The Team 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.
2. **The Team'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.
3. When the Work is found to be substantially complete, the Team 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.
4. The Team 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.
5. Record Drawings: The team shall collect Contractor record as-builts of all significant changes on the work which deviates from that as shown on the drawings.

#### F. DELIVERABLES

1. Bi-Weekly Site Observation Reports, Minutes, and Records.
2. Punchlists
3. Letter of Substantial Completion
4. Record Drawings

End of Scope of Work



## Scope of Basic Services

# Multi-Modal Central Transfer Facility for JETS

### Task 1: Programming & Data Collection

The objective of the Programming & Data Collection phase is to review and evaluate both current and future functional requirements as input into the design process which will ensure a facility that responds to JETS needs both today and in the future. To complete the programming and Data Collection,

- A. Consultant will conduct orientation/kick-off meeting for all key JETS staff in an agreed upon location in Jonesboro, Arkansas. At the orientation / kick-off meeting, Consultant will distribute programming questionnaires, discuss the programming process, and address issues to solicit the most effective participation by key staff.
- B. Consultant will complete collection of data including:
  - 1. Touring existing facilities in order to gain an understanding of current operating philosophies and conditions.
  - 2. Conducting programming interviews with key JETS staff to stimulate dialogue relating to staffing, storage space requirements, as well as general operating practices required for the facility.
  - 3. Discuss vehicles that will be used at the new transit site.
  - 4. Discuss and review other transit center designs and discuss bus flow, pedestrian flow, berth design, canopy options and passenger information systems and other technologies.
  - 5. Discuss and evaluate any requirements for storage areas, offices, restrooms, ticket vending and any other support facility requirements.
  - 6. Discuss and evaluate options for building/ covered area requirements for equipment (ticket vending, food/beverage vending) or materials.
  - 7. Discuss and evaluate options for site and building security requirements.
- C. Consultant will examine space programming, including:



1. Addressing functional areas to be located at the facility.
  2. Developing space program requirements for the facility based on information and projections developed as part of the data collection effort.
  3. Determining parking requirements for employee, visitor, and delivery vehicles.
  4. Identifying clearance requirements throughout the project.
- D. Consultant will prepare and deliver documentation gathered during the interview and data collection process.
- E. Consultant will prepare and deliver a preliminary Space Needs Program document.

#### Task 2: Conceptual Design Development- Charrette

In this task the Project Team utilizes the unique, dynamic, and very successful "charrette" approach to developing a conceptual design. The Project Team will conduct a multi day on-site design session or charrette to develop site and facility layout alternatives. The Team will "set up shop" in a location that is easily accessible by the staff, perhaps in a large conference room or other large room. The design sessions will begin with simple site circulation diagrams and facility massing studies and will progress through a series of team work sessions and review workshops to a final conceptual design. The success factor depends on user involvement in daily design review workshops. These one- to two-hour presentations allow the Team to present multiple site and facility layout alternatives for review and comment. After recording the comments and issues, the Team then begins refining the alternatives and concepts in preparation for the next day's review workshop. The refinements are developed by incorporating ideas and comments into the next round of alternatives. By the end of the final review workshop, a consensus site and facility conceptual design has been developed. The end users of the project are always invited into the project and given the opportunity to affect



the design as it develops. In this way, the client and users "buy in" to the design process, given that a part of the production is actually theirs.

A. On Site Interactive Design Charrette.

1. Conduct an orientation / kick-off meeting for all key JETS staff.
2. Review and confirm the Program Information collected from Task #1.
3. Develop alternate design concepts and refine during charrette.

B. Deliverables:

1. Conceptual Design Package Report
  - a) Executive Summary
  - b) Space Needs Program
  - c) Masterplan Concepts
  - d) Preliminary Cost Estimate
  - e) Engineering Considerations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meadors Adams & Lee, Inc. 100 River Market Ave #300 P. O. Box 3456 Little Rock AR 72203	CONTACT NAME: Lisa Thomas
	PHONE (A/C, No, Ext): (501) 372-5200 FAX (A/C, No): (501) 372-4763
	E-MAIL ADDRESS: lisa@meadorsadamslee.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Transcontinental Insurance Co.	NAIC # 20486
INSURER B: Transportation Ins. Co	20494
INSURER C: Transportation Insurance Co.	20494a
INSURER D: Continental Casualty Co	20443
INSURER E: CNA-Continental Casualty Co.	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14/15 with \$4M Umb REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			1056290203	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			1027730739	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist property \$ 25,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		1056290198	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			127730742	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab E & O			AEH008221924	7/23/2013	7/23/2014	Per Claim \$5,000,000
	Claims Made Ded \$150,000						Full Prior Acts Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: JETS Intermodal Transit Center, Jonesboro, AR

CERTIFICATE HOLDER  Jonesboro Economical Transportation Syste 713 Caraway Road Jonesboro, AR 72401	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Allan Meadors/CL3 <i>Olson &amp; Meador</i>

# Standard Hourly Rate Chart

Cromwell Accounting - Planning - CRM

January 9, 2013

Labor Code	Position	Hourly Billing Rate
11	Principal	165.0000
12	Project Manager(Arch)	130.0000
13	Architect	100.0000
14	Architectural Designer	85.0000
15	Architectural Draftsman	70.0000
21	Project Engineer (Civil)	150.0000
22	Civil Engineer	110.0000
23	Civil Designer	85.0000
24	Civil Drafter	70.0000
31	Project Engineer(Struct)	145.0000
32	Structural Engineer	110.0000
33	Structural Designer	85.0000
34	Structural Drafter	70.0000
41	Project Engineer(Mech)	145.0000
42	Mechanical Engineer	125.0000
43	Mechanical Designer	90.0000
44	Mechanical Drafter	70.0000
51	Project Engineer(Elect)	125.0000
52	Electrical Engineer	115.0000
53	Electrical Designer	90.0000
54	Electrical Drafter	70.0000
61	Contract Administrator	135.0000
62	Project Representative	85.0000
63	Estimator	85.0000
71	Specification Writer	90.0000
72	Typist/Printer	60.0000
81	Senior Interior Designer	85.0000
91	Accounting	100.0000
92	Clerical	60.0000
93	Computer Programmer	90.0000

COST ESTIMATE FOR A-E DESIGN SERVICES - CROMWELL ARCHITECTS				
<i>Title I Services</i>				
LOCATION: Jonesboro, AR		DATE:	May 22, 2014	
CONTRACT NO:		DESCRIPTION:		
		New Multi-Modal Facility- JETS		
Item	Unit	Quantity	Unit Cost	Total Cost
<b>1. DIRECT COSTS:</b>				
<b>A. SALARIES</b>				
PRINCIPALS	HOUR	0	51.37	\$0.00
PROJECT MANAGER	HOUR	70	37.79	\$2,645.30
SENIOR ARCHITECT	HOUR	0	33.67	\$0.00
ARCHITECT	HOUR	96	28.34	\$2,720.64
JUNIOR ARCHITECT	HOUR	40	25.06	\$1,002.40
SENIOR CIVIL ENGINEER	HOUR	0	45.20	\$0.00
CIVIL ENGINEER	HOUR	0	33.30	\$0.00
JUNIOR CIVIL ENGINEER	HOUR	0	31.25	\$0.00
SENIOR STRUCTURAL ENGINEER	HOUR	0	43.27	\$0.00
STRUCTURAL ENGINEER	HOUR	0	39.67	\$0.00
JUNIOR STRUCTURAL ENGINEER	HOUR	0	29.68	\$0.00
SENIOR MECHANICAL ENGINEER	HOUR	15	43.27	\$649.05
MECHANICAL ENGINEER	HOUR	44	36.42	\$1,602.48
JUNIOR MECHANICAL ENGINEER	HOUR	0	28.66	\$0.00
SR FIRE PROTECTION ENGINEER	HOUR	13	42.07	\$546.91
JR FIRE PROTECTION ENGINEER	HOUR	5	39.19	\$195.95
SENIOR ELECTRICAL ENGINEER	HOUR	15	38.11	\$571.65
ELECTRICAL ENGINEERS	HOUR	44	34.84	\$1,532.96
JUNIOR ELECTRICAL ENGINEER	HOUR	0	26.37	\$0.00
LANDSCAPE ARCHITECT	HOUR	0	37.38	\$0.00
INTERIOR DESIGNER	HOUR	20	23.20	\$464.00
SPECIFICATION WRITER	HOUR	24	26.95	\$646.80
ESTIMATOR	HOUR	0	41.31	\$0.00
TYPIST	HOUR	0	17.67	\$0.00
SENIOR DRAFTSMEN	HOUR	0	21.16	\$0.00
DRAFTSMEN/CADD OPERATOR	HOUR	0	19.48	\$0.00
JUNIOR DRAFTSMAN	HOUR	0	15.88	\$0.00
INSPECTOR	HOUR	48	29.32	\$1,407.36
<b>B. SUB-TOTAL SALARIES</b>				\$13,985.50
<b>C. DIRECT &amp; ADMIN OVERHEAD ON ITEM B</b>		%	166	\$13,985.50
<b>D. SUB-TOTAL ITEMS B AND C</b>				\$23,215.93
<b>E. FIXED FEE ON ITEM D</b>				\$3,720.14
<b>F. SUB-TOTAL</b>				\$40,921.57
<b>G. TRAVEL REIMBURSEMENT:</b>				
PRINCIPALS				
KEY MEMBERS	DAY	0	\$147.00	\$0.00
ARCHITECTS	DAY	0	\$147.00	\$0.00
CIVIL ENGINEER	DAY	0	\$147.00	\$0.00
STRUCTURAL ENGINEER	DAY	0	\$147.00	\$0.00
MECHANICAL ENGINEER	DAY	0	\$147.00	\$0.00
ELECTRICAL ENGINEER	DAY	0	\$147.00	\$0.00
ESTIMATOR	DAY	0	\$147.00	\$0.00
SPECIFICATION WRITER	DAY	0	\$147.00	\$0.00
INTERIOR DESIGNER	DAY	0	\$147.00	\$0.00
<b>1ST PAGE Sub-Total</b>				\$40,921.57

Item	Unit	Quantity	Unit Cost	Total Cost
<b>H. TRANSPORTATION</b>				
AIRFARE	RT	0	\$500.00	\$0.00
RENT CAR, GAS, TOLLS	Miles	3,000	\$0.55	\$1,650.00
Sub-Total				\$1,650.00
<b>I. SERVICES:</b>				
LONG DISTANCE TELEPHONE CALLS	EACH	0	\$16.00	\$0.00
TELEGRAPH AND CABLE EXPENSE (FAX)	LS	0	\$0.00	\$0.00
EXPRESS/DELIVERY CHARGES	EACH	0	\$60.00	\$0.00
OTHER TECHNICAL SERVICES <sup>[add as required]</sup>				
MDG - SITE DESIGN CONSULTANT	Cost Plus Fixed Fee	1	\$9,465.30	\$9,465.30
HDG - SITE DESIGN CONSULTANT	Cost Plus Fixed Fee	1	\$7,529.49	\$7,529.49
EDG - LANDSCAPE DESIGN CONSULTANT	Cost Plus Fixed Fee	1	\$919.55	\$919.55
HKB - CIVIL ENGINEER	Cost Plus Fixed Fee	1	\$19,275.00	\$19,275.00
Sub-Total				\$37,189.34
Sub-Total				\$37,189.34
<b>J. REPRODUCTION:</b>				
BLACK AND WHITE PRINTS-Full Size	EACH	0	\$1.05	\$0.00
BLACK AND WHITE PRINTS-Half Size	EACH	1,800	\$0.81	\$1,458.00
CAD PLOTS	EACH	0	\$1.05	\$0.00
SCAN MANUAL SHEETS	EACH	0	\$0.08	\$0.00
PHOTOGRAPHS (4 X 6)	EACH	0	\$0.60	\$0.00
REPORT OF SURVEY AND STUDY	PAGE	0	\$0.08	\$0.00
SPECIFICATIONS	PAGE	3,200	\$0.08	\$256.00
COST ESTIMATE	PAGE	0	\$0.08	\$0.00
MEMORANDUMS, REVIEW COMMENTS, ETC.	LS	0	\$0.08	\$0.00
HALF-SIZE MYLARS	EACH	0	\$8.75	\$0.00
DESIGN ANALYSIS	PAGE	0	\$0.08	\$0.00
PERSPECTIVE RENDERING	LS	0	\$0.00	\$0.00
CADD TAPES/DISKS/CD-ROM	EACH	4	\$3.50	\$14.00
NOTEBOOKS	EACH	0	\$6.80	\$0.00
Sub-Total				\$1,728.00
<b>K. SITE EXPLORATION</b>				
Soils Testing	Cost Plus Fixed Fee	1	\$2,500.00	\$2,500.00
Survey	Cost Plus Fixed Fee	1	\$1,200.00	\$1,200.00
Sub-Total				\$3,700.00
1ST PAGE Sub-Total				\$40,921.57
<b>2. TOTAL COST Title I Services:</b>				\$85,188.91





Reproduction Cost:		Sets Required												
Phase	Owner	Contractor	Total Sets	Sheets Per Set	Total Sheets	Rate Per Sheet	Full Size Drawings	Half Size Drawings	Design Analysis	Specifications	Color/Material Boards	Current Working	Electronic Media	Binders
<b>Kickoff Meeting</b>														
Full Size Drawings	0	0	0	10	0	1.35	0	0	0	0	0	0	0	0
Half Size Drawings	3	0	3	10	30	0.81	24	30	0	0	0	0	0	0
Design Analysis	0	0	0	120	0	0.08	0	0	0	0	0	0	0	0
Outline Specifications	0	0	0	0	0	0.08	0	0	0	0	0	0	0	0
Color/Material Boards	0	0	0	0	0	24.5	0	0	0	0	0	0	0	0
Current Working Est	0	0	0	15	0	0.08	0	0	0	0	0	0	0	0
Electronic Media	1	0	1	1	1	3.5	4	0	0	0	0	0	1	0
Transmittal Letter	0	0	0	0	0	0.08	0	0	0	0	0	0	0	0
<b>Sub-Total</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>28</b>									
<b>30% Design Submittal</b>														
Full Size Drawings	0	0	0	110	0	1.35	0	0	0	0	0	0	0	0
Half Size Drawings	3	0	3	110	330	0.81	267	330	0	0	0	0	0	0
Design Analysis	0	0	0	180	0	0.08	0	0	0	1200	0	0	0	0
Specifications	3	0	3	400	1200	0.08	96	0	0	0	0	0	0	0
Color/Material Boards	0	0	0	0	0	24.5	0	0	0	0	0	0	0	0
Current Working Est	0	0	0	30	0	0.08	0	0	0	0	0	0	0	0
Electronic Media	1	0	1	1	1	3.5	4	0	0	0	0	0	1	0
Transmittal Letter	0	0	0	1	0	0.08	0	0	0	0	0	0	0	0
<b>Sub-Total</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>367</b>									
<b>90% Submittal</b>														
Full Size Drawings	0	0	0	120	0	1.35	0	0	0	0	0	0	0	0
Half Size Drawings	3	0	3	120	360	0.81	292	360	0	0	0	0	0	0
Design Analysis/Cals.	0	0	0	250	0	0.08	0	0	0	0	0	0	0	0
Specifications	3	0	3	850	2550	0.08	204	0	0	2550	0	0	0	0
Color/Material Boards	0	0	0	0	0	24.5	0	0	0	0	0	0	0	0
Current Working Est	0	0	0	45	0	0.08	0	0	0	0	0	0	0	0
Electronic Media	1	0	1	1	1	3.5	4	0	0	0	0	0	1	0
Transmittal Letter	0	0	0	1	0	0.08	0	0	0	0	0	0	0	0
<b>Sub-Total</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>499</b>									
<b>100% Final Submittal</b>														
Full Size Drawings	0	0	0	120	0	1.35	0	0	0	0	0	0	0	0
Half Size Drawings	3	0	3	120	360	0.81	292	360	0	0	0	0	0	0
Design Analysis/Cals.	0	0	0	250	0	0.08	0	0	0	0	0	0	0	0
Specifications	3	0	3	850	2550	0.08	204	0	0	2550	0	0	0	0
Color/Material Boards	0	0	0	0	0	24.5	0	0	0	0	0	0	0	0
Current Working Est	0	0	0	45	0	0.08	0	0	0	0	0	0	0	0
Electronic Media	1	0	1	1	1	3.5	4	0	0	0	0	0	1	0
Transmittal Letter	0	0	0	1	0	0.08	0	0	0	0	0	0	0	0
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3.5</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>499</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>1</b>

Total Reproduction Cost 0 1080 0 6300 0 0 4 18

Shipping Costs  
 Full Size Drawing  
 Half Size Drawing  
 Design Analysis  
 Specifications  
 Color/Material B  
 Current Working  
 Electronic Media  
 Binders

Total Cost 0 0 0 0 0 0 0 0

Shipping Packag  
 Per Package 0 0 0 0 0 0 0 0

Total Days 0 0 0 0 0 0 0 0  
 Airline Trips 0 0 0 0 0 0 0 0  
 Hotel Days 0 0 0 0 0 0 0 0  
 Car Days 0 0 0 0 0 0 0 0  
 Misc Days 0 0 0 0 0 0 0 0

Owner 0 0 0 0 0 0 0 0  
 Contractor 0 0 0 0 0 0 0 0  
 35% Review Conference 0 0 0 0 0 0 0 0  
 Site Investigation & Redesign 0 0 0 0 0 0 0 0

Photography Expense

Phase  
 Rendering(in-House)  
 Rendering Photos  
 8 X 10 Color Prints  
 35 mm Color Slides  
 Color Negatives  
 Frames  
 Total Rendering

Travel Calculations

Travel Requirements:  
 Project Manager  
 Architect  
 Civil Engineer  
 Structural Engineer  
 Mechanical Engineer  
 Electrical Engineer  
 Interior Designer  
 Project Representative  
 Total

**Multi-Modal Central Transfer Facility for JETS  
Jonesboro Economical Transit System  
Jonesboro, AR**

Work Effort/Fee Proposal Worksheet  
Maintenance Design Group  
May 14, 2014

**WORK EFFORT**

Work Element	FDP	SFDM	FDM	SFD	FD	T	WP
Task 1: Programming & Data Collection							
Orientation/kick-off meeting	4						
Data Collection/Interviews	6						
Programming Documentation	2						2
Preliminary Space Needs Program	4						
<b>Subtotal Labor Hours</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>

Work Element	FDP	SFDM	FDM	SFD	FD	T	WP
Task 2: Conceptual Design Development-Charrette							
Site Master Plan Charrette	8						
Conceptual Design Charrette	8						
<b>Subtotal Labor Hours</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Work Element	FDP	SFDM	FDM	SFD	FD	T	WP
Task 3: Design Review							
Review Design for Functional Compliance	8						
<b>Subtotal Labor Hours</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL LABOR HOURS</b>	<b>-</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>

**EXPENSES**

Task 1: Programming & Data Collection	Item	Qty.	Unit	Cost	Total
Mileage	100	mile		\$ 0.565	\$ 56.50
Airfare	1	roundtrip(s) at		\$ 600	\$ 600.00
Hotel	1	days at		\$ 175	\$ 175.00
Meals	2	days at		\$ 75	\$ 150.00
Car rental	2	days at		\$ 65	\$ 130.00
Phone/postage/printing/parking/fares					\$ -
Handling		10%			\$ 111.15
<b>Expenses Subtotal</b>					<b>\$ 1,222.65</b>

Task 2: Conceptual Design Development-Charrette	Item	Qty.	Unit	Cost	Total
Mileage	100	mile		\$ 0.565	\$ 56.50
Airfare	1	roundtrip(s) at		\$ 600	\$ 600.00
Hotel	1	days at		\$ 175	\$ 175.00
Meals	2	days at		\$ 75	\$ 150.00
Car rental	2	days at		\$ 65	\$ 130.00
Phone/postage/printing/parking/fares					\$ -
Handling		10%			\$ 111.15
<b>Expenses Subtotal</b>					<b>\$ 1,222.65</b>

Task 3: Design Review	Item	Qty.	Unit	Cost	Total
Mileage	0	mile		\$ 0.565	\$ -
Airfare	0	roundtrip(s) at		\$ 600	\$ -
Hotel	0	days at		\$ 175	\$ -
Meals	0	days at		\$ 75	\$ -
Car rental	0	days at		\$ 65	\$ -
Phone/postage/printing/parking/fares					\$ -
Handling		10%			\$ -
<b>Expenses Subtotal</b>					<b>\$ 2,445.30</b>

Project Fee Estimate			
Summary	Labor	Expenses	Total
Programming & Data Collection	\$ 3,580.00	\$ 1,230.00	\$ 4,810.00
Conceptual Design Development-Charrette	\$ 3,440.00	\$ 1,230.00	\$ 4,670.00
Design Review	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 7,020.00</b>	<b>\$ 2,460.00</b>	<b>\$ 9,480.00</b>

**GRAND TOTAL - LABOR AND EXPENSES** \$ 9,461.30

\*Numbers are Rounded in the Summary Table

**Multi-Modal Central Transfer Facility for JETS  
Jonesboro Economical Transit System  
Jonesboro, AR**

Work Effort/Fee Proposal Worksheet  
H Design Group  
May 14, 2014

**WORK EFFORT**

**Task 1: Programming & Data Collection**

Work Element	PA	PM	A	AI	SCT	D	A
Orientation/kick-off meeting	4						
Data Collection/Interviews	6						
Programming Documentation	2						2
Preliminary Space Needs Program	4						
Drive Time	6						

Subtotal Labor Hours

**Task 2: Conceptual Design Development-Charrette**

Work Element	PA	PM	A	AI	SCT	D	A
Site Master Plan Charrette	8						
Conceptual Design Charrette	8						
Drive Time	6						

Subtotal Labor Hours

**Task 3: Design Review**

Work Element	PA	PM	A	AI	SCT	D	A
Review Design for Overall QA/QC	0						

Subtotal Labor Hours

TOTAL LABOR HOURS

Project Fee Estimate			
Summary	Labor	Expenses	Total
Programming & Data Collection	\$ 3,200.00	\$ 630.00	\$ 3,830.00
Conceptual Design Development-Charrette	\$ 3,080.00	\$ 630.00	\$ 3,710.00
Design Review	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 6,280.00</b>	<b>\$ 1,260.00</b>	<b>\$ 7,540.00</b>

**GRAND TOTAL - LABOR AND EXPENSES**

**\$ 7,529.49**

**LABOR**

**Task 1: Programming & Data Collection**

Project Staff	Hours	Rate	Total
Principal Architect	22	\$ 140.00	\$ 3,080.00
Project Manager	0	\$ 120.00	\$ -
Architect	0	\$ 100.00	\$ -
Architectural Intern	0	\$ 90.00	\$ -
Senior CAD Technician	0	\$ 85.00	\$ -
Drafter	0	\$ 80.00	\$ -
Administrative	2	\$ 60.00	\$ 120.00

Task 1: Labor Subtotal

**Task 2: Conceptual Design Development-Charrette**

Project Staff	Hours	Rate	Total
Principal Architect	22	\$ 140.00	\$ 3,080.00
Project Manager	0	\$ 120.00	\$ -
Architect	0	\$ 100.00	\$ -
Architectural Intern	0	\$ 90.00	\$ -
Senior CAD Technician	0	\$ 85.00	\$ -
Drafter	0	\$ 80.00	\$ -
Administrative	0	\$ 60.00	\$ -

Task 2: Labor Subtotal

**Task 3: Design Review**

Project Staff	Hours	Rate	Total
Principal Architect	0	\$ 140.00	\$ -
Project Manager	0	\$ 120.00	\$ -
Architect	0	\$ 100.00	\$ -
Architectural Intern	0	\$ 90.00	\$ -
Senior CAD Technician	0	\$ 85.00	\$ -
Drafter	0	\$ 80.00	\$ -
Administrative	0	\$ 60.00	\$ -

Task 3: Labor Subtotal

TOTAL LABOR

46

\$ 6,280.00

**EXPENSES**

**Task 1: Programming & Data Collection**

Item	Qty.	Unit	Cost	Total
Mileage	430	mile	\$ 0.565	\$ 242.95
Airfare	0	roundtrip(s) at	\$ 600	\$ -
Hotel	1	days at	\$ 175	\$ 175.00
Meals	2	days at	\$ 75	\$ 150.00
Car rental	0	days at	\$ 65	\$ -
Phone/postage/printing/parking/fares			\$ -	\$ -
Handling	10%		\$ -	\$ 56.80

Task 1: Expenses Subtotal

\$ 624.75

**Task 2: Conceptual Design Development-Charrette**

Item	Qty.	Unit	Cost	Total
Mileage	430	mile	\$ 0.565	\$ 242.95
Airfare	0	roundtrip(s) at	\$ 600	\$ -
Hotel	1	days at	\$ 175	\$ 175.00
Meals	2	days at	\$ 75	\$ 150.00
Car rental	0	days at	\$ 65	\$ -
Phone/postage/printing/parking/fares			\$ -	\$ -
Handling	10%		\$ -	\$ 56.80

Task 2: Expenses Subtotal

\$ 624.75

**Task 3: Design Review**

Item	Qty.	Unit	Cost	Total
Mileage	0	mile	\$ 0.565	\$ -
Airfare	0	roundtrip(s) at	\$ 600	\$ -
Hotel	0	days at	\$ 175	\$ -
Meals	0	days at	\$ 75	\$ -
Car rental	0	days at	\$ 65	\$ -
Phone/postage/printing/parking/fares			\$ -	\$ -
Handling	10%		\$ -	\$ -

Task 3: Expenses Subtotal

\$ -

TOTAL EXPENSES

\$ 1,249.49

\*Numbers are Rounded in the Summary Table

**Multi-Modal Central Transfer Facility for JETS  
Jonesboro Economical Transit System  
Jonesboro, AR**

Work Effort/Fee Proposal Worksheet  
Environmental Design Group  
May 14, 2014

**WORK EFFORT**

Work Element	PLA	LA	LD
Task 1: Programming & Data Collection			
Orientation/Kick-off meeting			

Subtotal Labor Hours	PLA	LA	LD
0	0	0	0

Task 2: Conceptual Design Development- Charrette	PLA	LA	LD
Site Master Plan Charrette	4		
Conceptual Design Charrette	4		

Subtotal Labor Hours	PLA	LA	LD
8	0	0	0

Subtotal Labor Hours	PLA	LA	LD
0	0	0	0
<b>TOTAL LABOR HOURS</b>	<b>8</b>	<b>0</b>	<b>0</b>

**LABOR**

Project Staff	Hours	Rate	Total
Principal Landscape Architect	0	\$ 110.00	\$ -
Landscape Architect	0	\$ 95.00	\$ -
Landscape Designer	0	\$ 75.00	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Task 1: Labor Subtotal</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

Project Staff	Hours	Rate	Total
Principal Landscape Architect	8	\$ 110.00	\$ 880.00
Landscape Architect	0	\$ 95.00	\$ -
Landscape Designer	0	\$ 75.00	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Task 2: Labor Subtotal</b>	<b>8</b>	<b>\$ 880.00</b>	<b>\$ 880.00</b>

Project Staff	Hours	Rate	Total
Principal Landscape Architect	0	\$ 110.00	\$ -
Landscape Architect	0	\$ 95.00	\$ -
Landscape Designer	0	\$ 75.00	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Task 3: Labor Subtotal</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL LABOR</b>	<b>8</b>	<b>\$ -</b>	<b>\$ 880.00</b>

**EXPENSES**

Task 1: Item	Qty.	Unit	Cost	Total
Mileage	0	mile	\$ 0.565	\$ -

Task 1: Item	Qty.	Unit	Cost	Total
Mileage	0	mile	\$ -	\$ -
<b>Task 1: Expenses Subtotal</b>	<b>0</b>	<b>mile</b>	<b>\$ -</b>	<b>\$ -</b>

Task 2: Item	Qty.	Unit	Cost	Total
Mileage	70	mile	\$ 0.565	\$ 39.55
<b>Task 2: Expenses Subtotal</b>	<b>70</b>	<b>mile</b>	<b>\$ 0.565</b>	<b>\$ 39.55</b>

Project Fee Estimate			
Summary	Labor	Expenses	Total
Programming & Data Collection	\$ -	\$ -	\$ -
Conceptual Design Development- Charrette	\$ 880.00	\$ 40.00	\$ 920.00
Construction Documents and CA	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 880.00</b>	<b>\$ 40.00</b>	<b>\$ 920.00</b>

**GRAND TOTAL - LABOR AND EXPENSES** \$ 919.55

\*Numbers are Rounded in the Summary Table

## Haywood, Kenward, Bare & Associates, Inc.

Civil Engineering - Surveying - Planning

### Estimate for Professional Engineering, Surveying, and Planning Services

**Client:** Cromwell

**Project:** City of Jonesboro's JETS - Multi-

**Scope of Work:**

Itemized Tasks	PE	Prin.	PS	SI	2PS	3PS	PL	CAD	DT
Topographic & Boundary Survey									
Construction Stake-Out									
Site Demolition Plan									
Public Input Meetings	8								
Schematic Drawing Review	4								
SWPPP	5							4	
Civil Site Plan	16							18	
Civil Grading & Drainage Plan	24							22	
Coordination with MEP Engineers	4							2	
Site Utility Service Plan	8							7	
Construction Details	4							4	
Specifications	8								
Drainage Report	12							3	
Construction Admin.	30								
<b>Total</b>	<b>123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>

Personnel	Fee/hr	Hrs	Cost
Professional Engineer	\$125.00	123	<b>\$15,375.00</b>
Principle	\$150.00	0	<b>\$0.00</b>
Professional Surveyor	\$95.00	0	<b>\$0.00</b>
2 Party Survey Crew	\$115.00	0	<b>\$0.00</b>
C.A.D. Technician	\$65.00	60	<b>\$3,900.00</b>

<b>Grand Total</b>	<b>\$19,275.00</b>
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