



November 26, 2024

Cheryl Wright
Procurement and Contract Management Director
Union County
500 North Main Street
Monroe, NC 28112

Re: Proposal for Professional Architectural and Engineering Services for the Union County
Water Operations Center Expansion and Renovation

Dear Cheryl,

Progressive Architecture Engineering, P.C. is honored to have this opportunity to work with the team at Union County on this project and is pleased to present this proposal for architectural and engineering services for the Union County Water Operations Center located at 4600 Goldmine Road, Monroe, NC. The following is our understanding of the project, our scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

The project, as we understand it, for the Union County Water Operations Center and is an expansion of the current Water Operation Center. The project is intended to satisfy Union County Water current space deficits, provide easy access to customers for payments and other services, and relocate other Union County Water staff and departments to improve operations and services. The project will be on the premises of the current Water Operations Center with the anticipated building size to be 30,000 square feet and will contain general offices for administration, engineering, operations, customer service including a drive-thru, and warehouse space. The project will also include the renovation of approximately 3,000 square feet of existing operations space. The delivery of the project will be in coordination with a selected Construction Manager at Risk partner with a separate and early civil and foundation permit set and then followed by the building permit set. There is potential for a PEMB permit set if the project utilizes this type of construction – TBD.

Progressive Architecture Engineering, P.C. will work directly with the selected Construction Manager at Risk partner to be selected by Union County based on a separate RFQ process with an award anticipated by mid-February 2025. Progressive Architecture Engineering, P.C. understands the CM at Risk's responsibilities to manage overall construction schedule and budget, provide pricing at the end of each design phase (schematic design, design development, and construction documents), manage the sub-contractor bidding process, and coordination and normalization of bids. The construction type of the new building, pre-engineered metal building versus traditional steel structure, shall be determined based on cost and availability of materials.

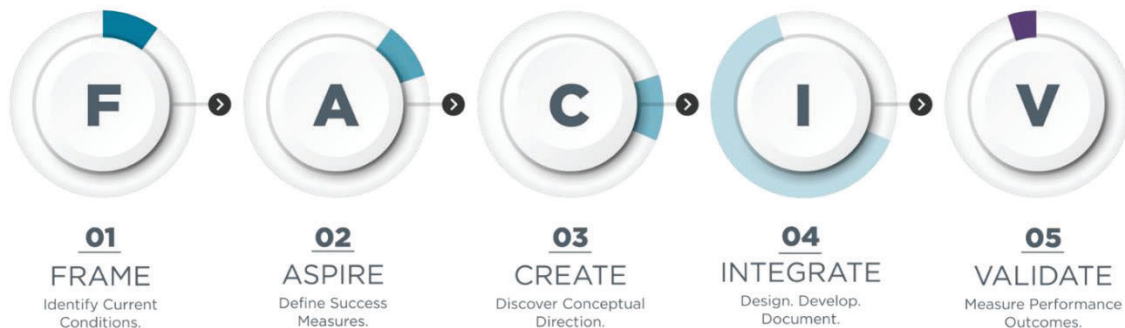
Progressive Architecture Engineering, P.C. will manage all structural, mechanical, plumbing, and electrical engineering from our in-house engineering practice. Timmons Group, as contracted under Progressive Architecture Engineering, P.C., will provide all civil engineering and permitting efforts including site survey, retention pond design, and general civil engineering scope.

Union County shall provide to the project as third-party services the geotechnical engineering report (to be managed by Progressive Architecture Engineering, P.C.), IT and AV infrastructure and cabling services (Progressive Architecture Engineering, P.C. to coordinate with selected vendors – providing

power and data locations on power/equipment plans), security design (cameras and door access controls) and installation, and construction field testing as required. Union County will also provide existing building drawings as related to the new scope of the project, existing site civil drawings, and retention pond drawings and calculations. Progressive Architecture Engineering, P.C. shall be able to rely on the accuracy of information provided by Union County and its associated consultants and vendors.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services utilizing our proprietary Performance Based Design (PBD) framework for ensuring meaningful and measurable outcomes specifically relevant to your organization.



This approach focuses the early weeks of the project on identifying current conditions, defining success measures, and discovering conceptual direction that results in an aligned project approach specifically established to meet your unique needs. This discovery stage ensures that your investment is focused only on what is beneficial for your organization.

We understand the Union County Water Operations Center will be a key asset to improve operations and services. We approach our work with you with curiosity and objectivity to build insight and recommendations for an ideal future state. Through an understanding of where you are today and where you want to be tomorrow, we can align our solutions to support your organizational strategy.

FRAME – Understanding Current State

The foundation of our process is derived from a thorough understanding of an organization's current condition, strategy, and business objectives. We believe it is an essential reference when defining future opportunities.

Due Diligence: plans and document collection from Union County

- Existing program document
- Civil As-Builts including all retention ponds
- Site Survey – existing
- Geotech Investigation (Progressive Architecture Engineering, P.C. to manage this process)
- Schedule review meetings with Union County Code Review

Due Diligence: Progressive Architecture Engineering, P.C.

- Site Survey – Timmons Group to conduct new site survey(s)
- Code Research – building and zoning
- Permitting research and timelines
- Filed verify existing space to be renovated – create Revit file

Project kick-off meeting with key stakeholders. Walk everyone through the FAC process and overall Project Schedule.

Learning Session Walk-Thru: Existing Site(s), Existing Building(s), Site(s) Observation

- Walk existing downtown facility

- Walk future site / campus
- Organizational why behind project and occupancies on site.
- Walk space to be renovated

User Survey / Space need analysis

- Progressive Architecture Engineering, P.C. internally generate survey(s) based on walk-thru notes
- Distribute surveys to departments / stakeholders
- Collect results, formulate follow up questions

Follow Up Interviews

- Schedule and perform interviews with departments / stakeholders based on survey results

ASPIRE – Identifying Future State

We engage stakeholders to imagine unique organizational and project specific principles that will determine success for the project.

- Establishing what success looks like for the Union County Water Operations Center
- Confirm and prioritize project elements and organizational goals with a focus on operations and services
- Target new and/or enhanced programs desired for success
- Determine outstanding organizational and facility needs
- Discuss organizational positioning and related partnerships

Work Session 1: with facilities and department heads

- Review existing program document
- Post-it note activity (reduce enhance eliminate create)
- “Priority” exercise

Progressive Architecture Engineering, P.C. internally establish Design Principles

Work Session 2: with facilities

- Present design principles to County Stakeholders for approval
- Review new program document
- Brainstorm on what they want customer experience to be like
- Visual benchmarking (site, exterior, and interior)

Deliverables: Survey/Interview results, revised program document, visual benchmarking document with notes, design principles

CREATE – Designing the Conceptual Direction

We challenge assumptions and encourage dreaming to explore purposeful solutions. The aspirational based principles identified in the previous phase are embodied in our work and serve as a foundation for value judgements and design decisions.

- Gain alignment on design principles
- Conceptualize all systems
- Create conceptual design options for the project
- Select and develop a design concept

Work Session #1 (internal with Timmons Group and CM at Risk)

- Iterate on site layout design – explore alternate site locations. (2-3 schemes)
- Interior blocking plans (2-3 schemes)
- Meeting with CM to discuss construction type

Presentation #1 (stakeholders + CM at Risk)

- Present design principles to County Stakeholders for approval
- Present site layout schemes to stakeholders
- Present interior blocking plans
- Selections / feedback

Work Session #2 (internal Progressive Architecture Engineering, P.C.)

- Site refinement
- Interior blocking plan refinement into single concept plan
- Architectural concepts (2-3 schemes) based on concept plan
- Establish potential risk items list with CM at Risk

Presentation #2 (stakeholders + CM at Risk)

- Site plan
- Floor plan
- Architectural concepts
- Selection on architectural / feedback

Final Refinements. Touchbase with CM at Risk – to provide rough order of magnitude pricing to check against budget

Presentation #3 (stakeholders)

- Approve direction for site, floor plan, and architectural design

Deliverables: Updated/proposed site design concept, Interior Blocking Plan, Elevations

INTEGRATE – Design and Construction Documentation

Based on the approved design direction produced in the Frame/Aspire/Create phases, we will produce a schematic design package illustrating all building systems suitable to develop a conceptual project budget. We are committed to aligning the design with the client vision, function, aesthetics, and performance expectations for the project. Anticipated project phases include:

Schematic Design:

The completed schematic design package will outline the design intent for all aspects of the proposed Water Operations Center site, site enhancements, and primary utilities. Union County's approval is required to move into the next phase.

Includes:

- Development of Architectural and Engineering plans and details based on approved conceptual package
- Coordinate with Owner's outside consultants and partners
- Provide progress documents to Owner and CM at Risk contractor for pricing, assistance with pricing questions, and clarification of scope
- One (1) meeting to review construction documents with Union County's Leadership Team
- One (1) revision per Owner comments

Deliverables:

- Revised Plans, including Site and Interior Floor Plans, and Elevations
- Preliminary Furniture Plan Layout
- Approved Schematic Design documents

Design Development:

Based on approved Schematic Design Phase documents, Progressive Architecture Engineering, P.C. will revise the plans, prepare sections, elevations, and/or sketches indicating design intent of

key project features and produce progress drawings, including the following to be used to update and confirm the project budget.

Includes:

- Development of Architectural and Engineering plans and details
- Outline Specifications
- Coordinate with Owner's outside consultants and partners
- Provide progress documents to Owner and CM at Risk contractor for pricing, assistance with pricing questions, and clarification of scope
- One (1) meeting to review construction documents with Union County's Leadership Team
- One (1) revision per Owner comments

Deliverables:

- Revised Plans, including Site and Interior Floor Plans, and Elevations.
- Furniture Plan Layout
- Approved Design Development documents

Furniture, Fixtures and Equipment (FFE) Management:

- Progressive Architecture Engineering, P.C. will prepare purchasing packages consisting of furniture and fixture plans, schedule, and specifications for delivery to Union County purchasing department. Progressive Architecture Engineering, P.C. will evaluate substitution requests by invited bidders for parity to specified furniture. Union County will engage the approved/selected furniture and fixture vendors.
- Furniture Management: Progressive Architecture Engineering, P.C. will evaluate the detailed furniture plans and furniture order as prepared by the selected furniture vendor(s) and will coordinate with the vendor as required to finalize furniture plans and furniture order. Progressive Architecture Engineering, P.C. will coordinate finishes with the furniture vendor, review final order, and issue to Union County for signature. Union County will review, sign off, and purchase furniture. Reviewing changes made after the order is processed will be handled with a change order and treated as additional service. Progressive Architecture Engineering, P.C. shall aid Union County to review and inspect FFE upon delivery and after installation as part of Punch List process.
- Interior Graphics Package and Contract Administration: Progressive Architecture Engineering, P.C. will work with the Union County brand guide to develop messaging and content for interior graphics, produce graphic plan and elevations for Union County review and approval, and coordinate and review graphic design package as supplied by the Union County approved vendor. Progressive Architecture Engineering, P.C. will present the conceptual graphics package identified above for review, review final graphics order, and issue to Union County for signature. Progressive Architecture Engineering, P.C. will review shop drawings (two reviews are included) by the graphics vendor and ensure the design intent and requirements are met.

The cost for procurement of FF&E items from the Union County designated furniture and signage vendors will be direct to Union County. Based on our discussions, we understand the FF&E package will be bid and procured using the State of NC product program. We have assumed the selected vendor will catalogue and coordinate any existing FF&E items to be reused.

Construction Documents:

Based on the approved Design Development drawings, Progressive Architecture Engineering, P.C. will develop architectural plans, elevations, sections, and large-scale details and specifications as required for CM at Risk pricing, construction, and permitting. We will review the construction document set at 90% completion for approval by Owner stakeholders. Includes Mechanical, Electrical, Plumbing/Fire Protection, Structural, Civil Engineering Services.

Includes:

- One (1) meeting to review construction documents at 90% completion with Owner
- One (1) revision per Owner comments

Deliverables:

Architectural:

- Architectural Plans to include the following: plans, details, sections, general notes and legends, partition plan(s), reflected ceiling plan(s), finish plan(s)
- Elevations, details, and specifications as required to build the project
- Full Specifications

Mechanical, Electrical, Plumbing/Fire Protection Engineering:

- Plumbing/Fire Protection floor plan, details, notes, and legends
- Electrical power and tele/data box location plan, and lighting plan
- Electrical one-line diagram, panel schedules, details, notes, and legends

Structural Engineering:

- Structural plans, details, notes, and legends

Civil Engineering:

- Civil site plan, details, notes, and legends

Architectural and Engineering services will result in drawings sufficient for permit. The Owner and the Architect agree that the CM at Risk will be responsible for some interpretation of the drawings to result in a finished building. Construction cost will be determined by bids received by the CM at Risk and the Owner from selected sub-contractors.

Permitting and Bidding

Progressive Architecture Engineering, P.C. will prepare permit applications and submit a construction document package to the Union County building inspection department for review and comments for permitting. We will respond to comments and make minor drawing revisions as required by the code enforcement review. The delivery of the project will be in coordination with a selected Construction Manager at Risk partner with a separate and early civil and foundation permit set and then followed by the Building permit set. There is potential for a PEMB permit set if the project utilizes this type of construction – TBD.

Deliverables:

- Prepare permit applications and submit drawing package as required for permitting
- Make minor drawing revisions as required by the code enforcement review.
- Provide assistance to selected CM at Risk during sub-contractor bidding process
 - a. Respond to reasonable RFI requests and document clarifications

Construction Administration

During construction, Progressive Architecture Engineering, P.C. will include the following:

Includes:

- Attend preconstruction meeting
- Twenty-four (24) bi-weekly coordination conference calls
- Monthly site visits or as required to observe work and prepare a Field Report for each visit
- Review submittals that we request in order to confirm design intent – up to two (2) reviews are included
- Respond to CM at Risk's RFIs for clarifications to the construction drawings as needed

- Site visit to review the CM at Risk's Punch List and prepare documentation for substantial completion. This will be one (1) person from each discipline: architectural, interiors, structural, mechanical/plumbing, and electrical – total of five (5) person visit.
- Conduct one (1) final inspection of CM at Risk's completed work. Following receipt of contractor's punch list, issue written punch list of items that do not comply with contract documents and that need correction by the contractor.

Deliverables:

- Provide construction submittal reviews and approvals for architectural and engineering disciplines.
- Respond to reasonable CM at Risk's requests for document clarification and interpretation by architectural and engineering disciplines. These will be limited to industry standard review of RFIs and responses.
- Prepare and administer Change Orders as required.
- Review and certify monthly Construction Pay Applications submitted by the CM at Risk.
- Provide As-Built set of documents including all documented revisions and RFIs from the Construction Administration Phase. Progressive Architecture Engineering, P.C. will work with CM at Risk to include all As-Built conditions as they occur throughout the construction process.
- Observe start-up of all major systems, including mechanical, electrical, fire protection and other similar systems.
- Review and process close-out documentation received from the CM at Risk.

VALIDATE – Post occupancy 10-month walk-thru and business goal measurements.

After project occupancy, we verify that design measures have been met or exceeded. We then celebrate project success and its ability to fuel innovation and growth.

CLARIFICATIONS

Basic Service fees noted below **do not include** the following:

1. Geotechnical evaluation and reports.
2. Any scope associated with LEED analysis, documentation, and administration.
3. Design and permitting of a pre-engineered metal building.
4. Drawings required for permit and / or placement/installation of temporary site trailers.
5. Any audio / visual or acoustical consultant fees or specialized audio / visual design.
6. Design of low voltage electrical systems (voice, data, and security). Design of conduit sizes and routing to accommodate the same is included and will be coordinated with Union County's requirements.
7. Bidding phase services beyond basic clarification and answers to qualified bidder questions (i.e., invitation to bid documentation, contractor bid analysis, and selection).
8. Preparation of construction as-built drawings. Progressive Architecture Engineering, P.C. will provide As-Designed Drawings: drawings at the end of the project which will include all revisions due to RFIs, field conditions, or otherwise that have been incorporated into the drawings during construction.

SCHEDULE

We anticipate that work will begin mid-January 2025 with written authorization to proceed, allowing assembly of team and resources. See attached DRAFT Project Schedule to be confirmed with selected CM at Risk and Union County milestone dates.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive Architecture Engineering, P.C. proposes the following compensation for professional services for a stipulated sum of \$865,260 (eight hundred sixty-five thousand two hundred sixty dollars). Reimbursable expenses are in addition to the professional

compensation, estimated at \$5,000 (five thousand dollars) and will be invoiced according to the attached Schedule of Invoice Rates.

Frame, Aspire, Create	\$88,830
Integrate	
Schematic Design	\$131,440
Design Development	\$155,590
FFE Management	\$48,900
Construction Documents	\$168,320
Permitting and Bidding	\$17,300
Construction Administration	\$156,280
Civil Engineering	
Site Survey	\$10,100
Retention Pond Design	\$8,000
Civil Design and Documentation	\$57,375
Civil Construction Administration	\$18,125
Validate	<u>\$5,000</u>
Total Compensation:	\$865,260

Progressive Architecture Engineering, P.C. has prepared this proposal for Union County, and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. It is understood that a modified AIA contract (B101-2017) will be executed between the parties based on the standard contract documents used by Union County. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Architecture Engineering, P.C. in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Donald Green

Digitally signed by Donald Green
DN: C=US,
E=dgreen@weareprogressive.com,
O=Progressive Companies,
CN=Donald Green
Date: 2024.11.27 10:48:27-05'00'

Donald K. Green, AIA, NCARB, LEED AP BD+C
Senior Project Manager

G. Wesley Jones

Digitally signed by G. Wesley Jones
DN: E=jonesw@progressiveae.com, CN=G.
Wesley Jones, O="Progressive AE, Inc.",
L=Grand Rapids, S=MI,
SERIALNUMBER=MAS20241024812928,
C=US
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2024.11.27 12:33:39-05'00'

G Wes Jones, LEED AP BD+C
Principal

Accepted By: _____

Printed Name: _____ Date: _____

Union County

DG/pny

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UNION COUNTY WATER OPERATIONS CENTER

ID	Task Name	Duration	Start	Finish	Pre
1	Proposal - Contract Development	59 days?	Mon 10/21/24	Thu 12/6/24	
2	Project Award	0 days	Mon 10/21/24	Mon 10/21/24	
3	Progressive Proposal Development	28 days?	Mon 10/21/24	Wed 11/27/24	
4	Submit to Utah County	0 days	Wed 11/27/24	Wed 11/27/24	
5	Submit to County Commissioner Review	0 days	Mon 12/2/24	Mon 12/2/24	
6	County Review	16 days?	Mon 12/2/24	Fri 12/13/24	
7	County Approval	0 days	Mon 12/16/24	Mon 12/16/24	
8	Contract Development	18 days?	Tue 12/17/24	Thu 12/25/24	
9	Contract Approval	0 days	Thu 12/25/24	Thu 12/25/24	
10	PRD Process: Frame - Aspire - Chief	37 days?	Mon 11/10/24	Tue 3/4/25	
11	Project Kick-Off	0 days	Mon 11/10/24	Mon 11/10/24	
12	Frame	13 days?	Mon 11/10/24	Wed 11/13/24	
13	Initial Site Visit & Field Verification	2 days?	Mon 11/10/24	Tue 11/14/24	
14	Due Diligence	8 days?	Wed 11/13/24	Fri 11/22/24	
15	Site Survey - from UC	0 days	Fri 11/22/24	Fri 11/22/24	
16	Geotech Report - from UC	0 days	Fri 11/22/24	Fri 11/22/24	
17	Department Interviews - Program	10 days?	Mon 11/10/24	Fri 11/22/24	
18	Synthesis of Owner Project Plan	3 days?	Mon 11/27/24	Wed 11/27/24	
19	Owner Priorities	0 days	Wed 11/27/24	Wed 11/27/24	
20	Aspire	6 days?	Thu 11/28/24	Wed 12/4/24	
21	Visual Benchmarking	1 day	Wed 12/4/24	Wed 12/4/24	
22	Department Programming	3 days	Wed 12/4/24	Fri 12/6/24	
23	Bracing Plan	2 days	Mon 12/9/24	Tue 12/10/24	
24	Working Session	1 day?	Wed 12/10/24	Wed 12/10/24	
25	Owner Design Principles	0 days	Wed 12/10/24	Wed 12/10/24	
26	Crane	18 days?	Thu 12/11/24	Tue 3/4/25	
27	Layout Options - Tent Rls	5 days	Thu 12/11/24	Wed 12/18/24	
28	Primary Finish Direction	5 days	Wed 12/18/24	Wed 12/18/24	
29	Owner Review Meeting	0 days	Wed 12/18/24	Wed 12/18/24	
30	Revised Layout Options - Tent Rls	9 days	Thu 12/19/24	Tue 12/25/24	
31	Owner Review Meeting	0 days	Tue 12/25/24	Tue 12/25/24	
32	Incorporate Review Comments	4 days?	Wed 12/25/24	Mon 12/30/24	
33	Owner Sign Off - Crane	0 days	Tue 12/30/24	Tue 12/30/24	
34	Schematic Design	47 days?	Wed 3/4/25	Thu 8/22/25	
35	Primary Layouts & Elevations	21 days?	Wed 3/4/25	Wed 4/2/25	
36	Coordination of MEP/FP Systems	16 days?	Wed 3/11/25	Wed 4/2/25	
37	Confirm Program - Layouts w/ Owner	0 days	Wed 4/2/25	Wed 4/2/25	
38	Address Review Comments	5 days?	Thu 4/3/25	Wed 4/10/25	
39	SD QC	6 days?	Thu 4/10/25	Thu 4/17/25	
40	Issue SD Set to O&M & Owner	0 days	Thu 4/17/25	Thu 4/17/25	
41	Owner Review	10 days?	Fri 4/18/25	Thu 5/1/25	
42	Owner Comment Reconciliation	5 days?	Fri 5/2/25	Thu 5/8/25	
43	SD Pricing	10 days?	Fri 4/18/25	Thu 5/1/25	
44	SD Pricing Review & Reconciliation	5 days?	Fri 5/2/25	Thu 5/8/25	
45	Owner Sign Off - SD Set	0 days	Thu 5/8/25	Thu 5/8/25	
46	Design Development	52 days?	Fri 5/9/25	Mon 7/14/25	
47	DD Document Development	26 days?	Fri 5/9/25	Fri 6/13/25	
48	MEP/FP Document Development	21 days?	Fri 5/16/25	Fri 6/13/25	
49	DD QC	11 days?	Mon 6/16/25	Mon 6/30/25	
50	Issue DD Set to O&M & Owner	0 days	Mon 6/30/25	Mon 6/30/25	
51	Owner Review	16 days?	Tue 7/1/25	Mon 7/14/25	
52	Owner Comment Reconciliation	5 days?	Tue 7/1/25	Mon 7/14/25	
53	DD Pricing	10 days?	Tue 7/1/25	Mon 7/14/25	
54	DD Pricing Review & Reconciliation	5 days?	Tue 7/1/25	Mon 7/14/25	
55	Owner Sign Off - DD Set	0 days	Mon 7/14/25	Mon 7/14/25	
56	Construction Documents	84 days?	Tue 7/22/25	Tue 11/18/25	
57	CD Document Development	31 days?	Tue 7/22/25	Tue 8/26/25	

The parties to this Agreement, Progressive Architecture Engineering, P.C., Charlotte, North Carolina, USA, hereinafter called the ARCHITECT and Union County, Monroe, North Carolina, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ARCHITECT shall be limited to those described in the proposal dated November 26, 2024. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.
2. Term: If services covered by this Agreement have not been completed within fourteen 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.
3. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
5. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and Architect acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and Architect agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.
6. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
7. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the

original invoice date. If past due invoices cause the ARCHITECT to proceed with legal action or collection services, the OWNER agrees to pay all of the ARCHITECT's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
9. Ownership of Instruments of Service: The OWNER acknowledges the ARCHITECT's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ARCHITECT's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ARCHITECT, the ARCHITECT shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ARCHITECT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ARCHITECT, its officers, directors, employees, and subconsultants (collectively, ARCHITECT) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ARCHITECT.

Under no circumstances shall the transfer of ownership of the ARCHITECT's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ARCHITECT, and the ARCHITECT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ARCHITECT's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ARCHITECT, absent the ARCHITECT's express prior written consent.

Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ARCHITECT. The ARCHITECT reserves the right of sole ownership of said NFSM. Sole ownership by the ARCHITECT shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of digital data will be by execution of the Architect's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or

modification of all Project documentation. Under no circumstance shall the transfer of drawings or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ARCHITECT makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

12. Termination: If the OWNER fails to make payments 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 services. The ARCHITECT shall provide seven days' written notice. If the OWNER or ARCHITECT suspends the Project, the ARCHITECT shall be compensated for services performed prior to notice of suspension. The ARCHITECT's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ARCHITECT shall be compensated by the OWNER for services performed prior to termination and reimbursable

expenses including costs attributable to termination, including the costs attributable to the ARCHITECT's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.
14. Indemnification: Subject to the limitation in Paragraph 13 above the ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively ARCHITECT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither OWNER or ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The OWNER and ARCHITECT 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 including disruptions to business operations or loss of profits.

15. Delays: The OWNER agrees that the ARCHITECT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ARCHITECT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ARCHITECT to perform its services in an orderly and efficient manner, the ARCHITECT shall be entitled to a reasonable adjustment in schedule and compensation.
16. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

17. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.
18. Code Compliance: The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
19. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
20. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.
21. Energy Tax Deduction: The ARCHITECT may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If Progressive AE determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to Progressive AE by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.
22. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents; however, the ARCHITECT does not have authority to stop work at any time.
23. Hazardous Materials: 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. 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.

24. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
25. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for 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 constructor's failure to perform work in accordance with the contract documents.
26. Site Signage: The ARCHITECT shall be permitted to install exterior signs on the project premises for promotional purposes.
27. Timeliness of Performance: The OWNER and ARCHITECT are aware that many factors outside the Agreement control may affect the ARCHITECT's ability to complete the services to be provide under Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
28. Value-Added/Betterment: If, due to the ARCHITECT's error or omission, any required item or component of the project is omitted from the ARCHITECT's Construction documents, the ARCHITECT shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ARCHITECT be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.



Schedule of Invoice Rates - 2024

Hourly Staff Charges

Class 10 Personnel:	Director, Principal	\$275/hour
Class 9 Personnel:	Senior Healthcare Planner, Senior Project Leader, Project Principal, Practice Leader, Principal / Team Leader, Senior Construction Leader	\$215/hour
Class 8 Personnel:	Senior Engineer Leader, Senior Project Manager, Senior Planner	\$190/hour
Class 7 Personnel:	Senior Architect, Senior Architectural Designer, Senior Engineer, Senior Scientist, Senior Project Manager, Senior Construction Administrator, Construction Superintendent	\$175/hour
Class 6 Personnel:	Engineer II, Project Manager II, Senior Landscape Architect, Senior Interior Designer, Senior Technician, Senior Lighting Designer, Preconstruction Coordinator/Estimator	\$150/hour
Class 5 Personnel:	Architect II, Engineer I, Architectural Designer II, Engineer I, Landscape Architect II, Project Manager I, Planner	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer I, Graduate Engineer, Interior Designer II, Technician II, GIS Technician, Construction Project Manager/Superintendent, Planner I, Water Resources Specialist, Executive Assistant	\$110/hour
Class 3 Personnel:	Graduate Architect, Landscape Architect I, Interior Designer I, Technician I, Associate Planner, Field Scientist	\$ 95/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Landscape Architect, Project Assistant	\$ 80/hour
Class 1 Personnel:	Intern	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 67¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

August 5, 2024