



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the DAY day of MONTH in the year 2022
(In words, indicate day, month and year.)

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

Craig School District
100 School Road.
Craig, AK 99921

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

MRV Architects, PC.
1420 Glacier Ave.
#101
Juneau, AK 99801

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

The Owner and Architect agree as follows:

MRV and consultant team will produce finished Construction Documents and perform Construction Administration and Inspection services for renovations and modifications to the Craig Middle School, located in Craig, Alaska. The existing school measures approximately 24,700 sq.ft., with a wood-framed walls and low-slope composite truss roof structure.

Design services will include development of final 100% Construction Documents, working from 65% design documents completed in 2021, also produced by MRV Architects and the engineering consultant team. Major project elements will include improved ADA access, new central commons and admin spaces, upgraded restrooms and classroom space, and associated mechanical, electrical, and structural support upgrades.

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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below 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, and other information relevant to the Project.)

Design services for the 100% Construction Documents and Bidding phase will extend off of approved 65% design work, with detailed scope and fee assumptions identified in contract Attachment A. Construction Administration services and Inspection services will be as identified in Attachment B.

With design contract approval by September 7, 95% completed Construction Documents will be distributed to Craig School District, State Fire Marshall, City of Craig, and DEED by November 1 for final review. 100% corrected documents and final cost estimate will be submitted to the Craig School District on November 15.

The construction budget for the work is uncertain due to construction cost inflationary pressures. The DEED construction allowance of \$5,017,061 was based on a 2021 estimate and 2022 construction date. With 2023 construction timing, the estimated construction cost design target should be inflated roughly 15%, with a resultant target of \$5,770,000.

Initial design work for the project has been completed by MRV, including site assessments, programming, conceptual design, schematic design, and 65% Design Development.

New services to complete design, and perform construction administration and inspection services are specifically identified in Attachments A, B, and C. Identified services include a combination of basic services and required additional services.

Design work will include an additive alternate to replace two oil-fired boilers with new boilers and support systems.

§ 1.2 N.A.

§ 1.3 N.A.

§ 1.3.1 N.A.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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, unless due to variables beyond the control of MRV, the performance dates for design in Article 1.1 will be met.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2 million each occurrence.

.2 Automobile Liability

\$4 million aggregate & \$2 million hired/borrowed.

.3 Workers' Compensation

\$1 million.

.4 Professional Liability

\$1 million.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 N.A.

§ 3.1.2 N.A.

§ 3.1.3 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 Design Phase Services N.A.-Completed.

§ 3.2.1 N.A.

§ 3.2.2 N.A.

§ 3.2.3 N.A.

§ 3.2.4 N.A.

§ 3.2.5 N.A.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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. Additional services are included for Professional cost estimating at 95% Construction Documents.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and, if the District chooses, in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 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 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order 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 Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

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; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 N. A. Note: Attachments A, B, and C identify all basic and supplemental services.

(Paragraph Deleted)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 N.A.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 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.

§ 5.2 N.A. Target budget set per Article 1.1

§ 5.3 N.A.

§ 5.4 N.A.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 N.A. Professional Estimate Provided.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner 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 current 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, 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.

§ 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 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 under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6

§ 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 Mediation, 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 this Agreement. 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.

§ 8.2.3 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.)

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

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 8.3 Arbitration N.A.

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder N.A.

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4

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 Owner shall pay the Architect 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, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Attachment A, covering Construction Documents, and Bidding

.2 Percentage Basis
(Insert percentage value)

N/A. () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Attachment B, covering Construction Management, and Inspection Services. All services and expenses will be invoiced on an hourly basis to caps identified.

4. Attachment C provides detailed back-up of engineering services for Attachment A and B.

§ 11.2 N.A.

(Paragraph Deleted)

N.A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Standard MRV Billing Rates per Attachment A, Attachment B, and Attachment C.

§ 11.4 Compensation for Supplemental and 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 Eight percent (8 %), or as follows:

Per Attachment A, Attachment B, and Attachment C Outlining Engineer and Estimator Fee and Scope Details.

§ 11.5
N.A.

(Table Deleted)

§ 11.6 N.A.

§ 11.6.1 N.A.

§ 11.7 N.A.

(Paragraph Deleted)

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and 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 Payments to the Architect

§ 11.9.1 Initial Payment

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.

§ 11.9.2 Progress Payments

§ 11.9.2.1 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 sixty (60) 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.)

7 %

§ 11.9.2.2 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

(Paragraph Deleted)

N.A.

(Paragraph Deleted)

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 the Owner and Architect.

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

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 N.A.

.3 N.A.

.4 Other documents:

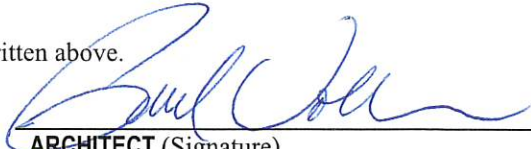
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Attachment A & Attachment B & Attachment C Outlining Engineer and Estimator Fee and Scope Details.

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

OWNER (Signature)
Chris Reitan, Superintendent, Craig City School District

(Printed name and title)



ARCHITECT (Signature)
Paul Voelckers, President, MRV Architects, PC.

(Printed name, title, and license number, if required)

AUG 29, 2022

Craig Middle School Rehabilitation



Fee Proposal, Construction Documents and Bidding Services

Architectural Task and Fee Details

| STAFF CATEGORIES | PIC | PM | PA | AD | DD |
|--|-------|--------|--------|--------|----------------|
| HOURLY RATES (\$/HR) | 185 | 165 | 145 | 125 | 100 |
| Revit computer base updates, revisions | | | 8 | 8 | 8 |
| Coordination with M/E/S systems | 2 | 4 | 12 | 8 | 4 |
| Overall general plans, code survey, schedules, updates | 4 | | 12 | | 6 |
| Site Plan | | 2 | 4 | 4 | 4 |
| Demolition Plans | | 2 | 12 | 16 | 16 |
| Building Overall plan | | 6 | 24 | 16 | 12 |
| Roof Plan | | 1 | 4 | 4 | 4 |
| Enlarged plans, restrooms, commons | | 6 | 24 | 12 | 12 |
| Overall cross sections, longitudinal sections | | 2 | 8 | 8 | 8 |
| Wall section enlargements | | 6 | 12 | 16 | 16 |
| Exterior elevations, all four faces | | 2 | 12 | 6 | 6 |
| Interior room elevations | | 2 | 24 | 12 | 12 |
| Casework elevations | | 4 | 8 | 4 | 12 |
| Exterior Details, assume 8 new, 2 updated | | 12 | 24 | 24 | 36 |
| Interior Details, assume 8 new, 2 updated | | 12 | 24 | 24 | 36 |
| Reflected Ceiling Plan | | 2 | 8 | 12 | 8 |
| Specifications: Product and material selections | | 8 | 24 | 4 | |
| Color recommendations, color boards | | 2 | 6 | 16 | 4 |
| 95% submittal, overall review, QC | 4 | | 8 | 12 | 8 |
| 100% final CD corrections, comments integrated | 2 | | 12 | 12 | 12 |
| Bidding services, contractor responses, information, details | 2 | 8 | 18 | 12 | 12 |
| SUBTOTAL HOURS | 14 | 81 | 288 | 230 | 236 |
| SUBTOTAL FEES | 2,590 | 13,365 | 41,760 | 28,750 | 23,600 |
| SUBTOTAL MRV DESIGN FEES, Lump Sum | | | | | 110,065 |

Craig Middle School Rehabilitation



Fee Proposal, Construction Administration and Inspection Services

Architectural Task and Fee Details

| STAFF CATEGORIES | PIC | PM | PA | AD | DD |
|---|-----|-------|--------|-------|------------------|
| HOURLY RATES (\$/HR) | 185 | 165 | 145 | 125 | 100 |
| Conformed Document Set | | 2 | 12 | 6 | 12 |
| Weekly Progress meetings | | 6 | 48 | | |
| Contractor RFI, information response | | 8 | 36 | 24 | 24 |
| Submittals, response | | 10 | 18 | 6 | 6 |
| Periodic Inspections, 4 visits, one day | | | 48 | | |
| Substantial Completion, 1 visit, two days | | | 18 | | |
| Final Completion, 1 visit, one day | | | 12 | | |
| As-built document revisions | | 2 | 12 | 16 | 12 |
| SUBTOTAL HOURS | 0 | 28 | 204 | 52 | 54 |
| SUBTOTAL FEES | 0 | 4,620 | 29,580 | 6,500 | 5,400 |
| SUBTOTAL MRV FEES, Hourly to Cap | | | | | 46,100 |
| CONSULTANTS (See attached detail sheets) | | | | | |
| Mechanical, RESPEC | | | | | 33,715 |
| Electrical, RESPEC | | | | | 19,020 |
| Structural, PND | | | | | 6,660 |
| SUBTOTAL | | | | | 59,395 |
| MRV OH/P Mark-up @ 8% | | | | | 4,752 |
| SUBTOTAL ENGINEERING CONSULTANT FEES | | | | | 64,147 |
| CBJ Sales Tax @ 5% | | | | | EXEMPT |
| REIMBURSABLE EXPENSES (billed at actual to cap) | | | | | |
| MRV inspection travel and expenses, 4 interim, 2 substantial/final | | | | | 4,200 |
| RESPEC inspection travel and expenses (possible savings with Elementary School) | | | | | 8,309 |
| PND inspection travel and expenses | | | | | 1,409 |
| SUBTOTAL EXPENSES | | | | | 13,918 |
| TOTAL FEE PROPOSAL, Hourly to Cap | | | | | \$124,165 |

Craig Middle School Renovation
MRV Architects
Structural Engineering Fee Proposal

Engineering Services
LABOR

| Task | Hourly Rate | Professional | | | | Technical | | Administrative | | Phase Subtotal |
|--|-------------|------------------------|---------------------|-------------------|-------------------------------|------------------|--------------|----------------|------------|----------------|
| | | Struct. Eng. Principal | Senior Engineer III | Senior Engineer I | Senior Engineer Land Surveyor | Staff Engineer V | CADD Tech. V | Tech V | Task Costs | |
| A Construction Documents (100%) | | | | | | | | | | |
| Review 65% drawings | | | | | | | | | | |
| Foundation and Floor Framing Plans and Details Design Refinement | | 6 | | | | | | | | \$1,260 |
| Roof Framing Plans and Details Design Refinement | | 8 | 2 | | | | 8 | | | \$2,970 |
| Lateral Load Design Completion | | 8 | 2 | | | | 8 | | | \$2,970 |
| Specifications | | 8 | 2 | | | | 8 | | | \$2,970 |
| Review 95% Cost Estimate | | 4 | | | | | | 12 | | \$3,240 |
| | | | | | | | | | | \$840 |
| B Bid Support | | | | | | | | | | |
| Respond to Bidder Questions | | 4 | 4 | | | | | | | \$1,500 |
| | | | | | | | | | | |
| C Construction Administration | | | | | | | | | | |
| Submittal Reviews | | | | | | | | | | |
| Concrete Mix Design | | | 2 | | | | | | | \$330 |
| Concrete Reinforcing Shop Drawings | | | 4 | | | | | | | \$660 |
| Timber Submittals | | | 4 | | | | | | | \$660 |
| Respond to RFIs | | 4 | 12 | | | | | | | \$2,820 |
| Site Visit | | 1 | 12 | | | | | | | \$2,190 |
| | | | | | | | | | | |
| Total Labor | | 51 | 44 | | | | 24 | 12 | | \$22,410 |

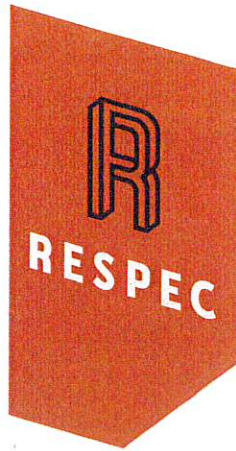
EXPENSES

| | | | | | | | | | | |
|---|-------------|-------|---------|--|--|--|--|--|--|---------|
| Construction Site Visit Airfare JNU-KTN | 1 RT at | \$600 | | | | | | | | \$600 |
| Construction Site Visit Airfare KTN-Craig | 1 RT at | \$219 | | | | | | | | \$219 |
| Construction Site Visit Car Rental | 1 Day at | \$115 | per day | | | | | | | \$115 |
| Construction Site Visit Lodging | 1 Day at | \$200 | per day | | | | | | | \$200 |
| Construction Site Visit Food | 1.5 Days at | \$80 | per day | | | | | | | \$120 |
| Airport Parking | 1 Day at | \$25 | per day | | | | | | | \$25 |
| Expenses Mark up | 10% | | | | | | | | | \$130 |
| Total Expenses | | | | | | | | | | \$1,409 |

Total Structural Engineering Services \$23,819

MIDDLE SCHOOL ENGINEER FEES,
 ATTACHMENT C

MIDDLE SCHOOL



August 26, 2022

Paul Voelckers, Zane Jones
MRV Architects
Juneau, Alaska 99801

**RE: Fee Proposal – Craig Middle and Elementary Schools Renovation
Engineering Fee Proposal Revised**

Dear Paul and Zane:

As requested, we are submitting a fee proposal for providing engineering for the Craig Schools projects (Elementary and Middle Schools). RESPEC Scope of Work includes completion of the M&E design documents from the previous 65% documents for both projects, bidding services, and Construction Administration services. You have requested that the two projects be broken out for fees, although the intention is to bid them at the same time. In addition it has been requested to provide a separate design task service for additional work at the Middle School involving boiler replacements and gym boiler removal. Elementary School RESPEC fees include mechanical, electrical, and civil engineering proposals. Middle School RESPEC fees include mechanical and electrical engineering proposals.

We will provide the design services on a fixed fee basis amount. We can provide Bidding and Construction Administration services on a time & expense to the budgets presented in the fee schedules. Summary of the fees is below. See Fee Schedules attached for breakdown.

| Elementary School Renovation | | | | | | | |
|--|--------------------|-----------------------|-------------------|-----------------------|------------------------|--------------------|---------------------|
| Phase | Project Management | Civil | Structural | Mechanical | Electrical | ODCs | Total |
| 1 #440 - Construction Documents (100%) | \$0.00 | \$7,965.00 | \$0.00 | \$23,360.00 | \$11,390.00 | \$2,374.00 | \$45,089.00 |
| 2 #490 - Bid Phase Services | \$0.00 | \$1,250.00 | \$0.00 | \$1,500.00 | \$1,375.00 | \$0.00 | \$4,125.00 |
| 3 #900 - Construction Administration | \$0.00 | \$7,245.00 | \$0.00 | \$24,335.00 | \$12,900.00 | \$9,696.00 | \$54,176.00 |
| Subtotal | \$0.00 | \$16,460.00 | \$0.00 | \$49,195.00 | \$25,665.00 | \$12,070.00 | \$103,390.00 |

| Middle School Renovation | | | | | | |
|---|--------------------|--------------------|--------------------|-------------------|---------------------|--|
| Phase | Project Management | Mechanical | Electrical | ODCs | Total | |
| 1 #440 - Construction Documents (100%) | \$0.00 | \$38,250.00 | \$21,140.00 | \$1,262.00 | \$60,652.00 | |
| 2 #490 - Bid Phase Services | \$0.00 | \$2,105.00 | \$2,040.00 | \$0.00 | \$4,145.00 | |
| 3 #900 - Construction Administration | \$0.00 | \$33,715.00 | \$19,020.00 | \$8,309.00 | \$61,044.00 | |
| 4 # - Construction Documents (100%) - MS Boiler Replacement | \$0.00 | \$6,830.00 | \$3,000.00 | \$0.00 | \$9,830.00 | |
| Subtotal | \$0.00 | \$80,900.00 | \$45,200.00 | \$9,571.00 | \$135,671.00 | |

9109 MENDENHALL MALL RD.
SUITE 4
JUNEAU, AK 99801
907.780.6060



| | |
|--|----------------------|
| Design fee for the Elementary school M, E, C: | \$45,089. |
| Design Fee for the Middle School M, E: | \$60,652. |
| Additional Design Fee for MS Boiler Replacement M, E: | \$ 9,830. |
| B-CA Fees for Elementary School M, E, C: | \$58,301. |
| B-CA Fees for Middle School M, E: | \$65,189. |

Assumptions and Exclusion are:

- Cost estimate review is provided in the fee proposal at 95% Documents.
- Site visit (1) are planned for Mechanical and Electrical during the 95% design period. The one site trip with mechanical and electrical engineers will be used for both schools. Civil engineer will not provide a trip but will rely on M&E site trip and the Owner to gather on-site data for civil work. If the projects design will not be done at the same time, an additional site trip may be required and will be negotiated at that time.
- Sprinkler system performance design and specification will be included for the Elementary school. Sprinkler fire suppression systems are required per State Fire Marshal requirements. Modification of existing Middle School system is included as a performance design also.
- Civil engineering fees will be provided for the Elementary school only with scope of work of a new water service for fire suppression sprinkler system. No previous civil engineering design work has been done for this project so we will proceed right to final design documents. Connections to the existing 8" ductile iron water main will be made for a new 6" fire sprinkler supply line to the building. Construction site visits will include 1 site visit at substantial inspection with punch list. No final insp visit.
- Topographic Survey for Civil Engineering: It is not known if existing topographic mapping or as-builts of the Craig Elementary School exist for designing the new 6" sprinkler service to the elementary school building. If no information exists for facilitating the design effort then we would suggest a fee amendment to include topographic mapping for the fire sprinkler water service line.
- Middle School Boiler replacement design services assume that design work will be done concurrent with the main base bid Middle School project.
- Conformed drawings are included at the end of the Bidding period.
- **Construction services are presented as two separate T&E projects. If the two projects are built at the same time then these fees could be reduced.**
- Electronic as-builts are not included in the Construction Services fee proposal. Review of Contractor redline as-builts is included.

Thank you for the opportunity to providing these services. We look forward to beginning this work. Please call if you have any questions or comments.

Sincerely,

Douglas Murray, PE
Principal, PDC Engineers
Attachments: Fee schedules.



Middle School Renovation

| Phase | Project Management | Mechanical | Electrical | ODCs | Total |
|---|--------------------|--------------------|--------------------|-------------------|---------------------|
| 1 #440 - Construction Documents (100%) | \$0.00 | \$38,250.00 | \$21,140.00 | \$1,262.00 | \$60,652.00 |
| 2 #490 - Bid Phase Services | \$0.00 | \$2,105.00 | \$2,040.00 | \$0.00 | \$4,145.00 |
| 3 #900 - Construction Administration | \$0.00 | \$33,715.00 | \$19,020.00 | \$8,309.00 | \$61,044.00 |
| 4 # - Construction Documents (100%) - MS Boiler Replacement | \$0.00 | \$6,830.00 | \$3,000.00 | \$0.00 | \$9,830.00 |
| Subtotal | \$0.00 | \$80,900.00 | \$45,200.00 | \$9,571.00 | \$135,671.00 |
| Est Tax | | | | | \$0.00 |
| Total | | | | | \$135,671.00 |



| Phase | | | | | | | | | |
|--------------------------------------|--------------------|-------------------|--------------------|-------------------|--------------------|----------------|-----------------|--------------------|--|
| 1 | | | | | | | | | |
| #440 - Construction Documents (100%) | Principal Mech Eng | Senior Mech Eng | Project Mech Eng | Mech. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost | |
| Billing Rate | \$250.00 | \$180.00 | \$165.00 | \$130.00 | \$110.00 | \$95.00 | | | |
| Set Up Project | 1 | 1 | 2 | | 2 | | 6 | \$980.00 | |
| Update Calculations | | 1 | 2 | 4 | | | 7 | \$1,030.00 | |
| Equip Selection | | 1 | 3 | 10 | | | 14 | \$1,975.00 | |
| Mech - Plumbing | | 6 | 24 | | 32 | | 62 | \$8,560.00 | |
| Mech - Ventilation/Exh | | 8 | 72 | | 64 | | 144 | \$20,360.00 | |
| Specifications | | 7 | | | | | 7 | \$1,260.00 | |
| Project Coordination | | 2 | 4 | | 2 | | 8 | \$1,240.00 | |
| Review Cost Estimate | | | 2 | | | | 2 | \$330.00 | |
| Project Review Meeting | | 2 | 3 | | | | 5 | \$855.00 | |
| QC | 3 | | | | | | 3 | \$750.00 | |
| Submittals; 95%, 100% | | 2 | 2 | | 2 | | 6 | \$910.00 | |
| Hourly Subtotal | 4 | 30 | 114 | 14 | 102 | 0 | 264 | | |
| Cost | \$1,000.00 | \$5,400.00 | \$18,810.00 | \$1,820.00 | \$11,220.00 | \$0.00 | | \$38,250.00 | |

| Phase | | | | | | | | | |
|---------------------------|--------------------|-----------------|-------------------|---------------|-----------------|----------------|-----------------|-------------------|--|
| 2 | | | | | | | | | |
| #490 - Bid Phase Services | Principal Mech Eng | Senior Mech Eng | Project Mech Eng | Mech. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost | |
| Billing Rate | \$250.00 | \$180.00 | \$165.00 | \$130.00 | \$110.00 | \$95.00 | | | |
| Bidding Coordination | | 1 | 7 | | 2 | | 10 | \$1,555.00 | |
| Conformed Documents | | | 2 | | 2 | | 4 | \$550.00 | |
| Hourly Subtotal | 0 | 1 | 9 | 0 | 4 | 0 | 14 | | |
| Cost | \$0.00 | \$180.00 | \$1,485.00 | \$0.00 | \$440.00 | \$0.00 | | \$2,105.00 | |

| Phase | | | | | | | | | |
|------------------------------------|--------------------|-------------------|--------------------|-------------------|-------------------|----------------|-----------------|--------------------|--|
| 3 | | | | | | | | | |
| #900 - Construction Administration | Principal Mech Eng | Senior Mech Eng | Project Mech Eng | Mech. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost | |
| Billing Rate | \$250.00 | \$180.00 | \$165.00 | \$130.00 | \$110.00 | \$95.00 | | | |
| Pre-Construction Mtg | | | 2 | | | | 2 | \$330.00 | |
| Project Coord RFI's, RFP's | | 4 | 78 | 10 | 12 | | 104 | \$16,210.00 | |
| Submittal Review | | | 8 | 24 | | | 32 | \$4,440.00 | |
| Progress Meetings (4) | | | 7 | | | | 7 | \$1,155.00 | |
| Progress Observation (2) | | | 24 | | | | 24 | \$3,960.00 | |
| Sub Compl Insp (1) | | | 20 | | | | 20 | \$3,300.00 | |
| Final Compl Insp (1) | | | 16 | | | | 16 | \$2,640.00 | |
| Close-out Reviews/Coord | | 2 | 8 | | | | 10 | \$1,680.00 | |
| Hourly Subtotal | 0 | 6 | 163 | 34 | 12 | 0 | 215 | | |
| Cost | \$0.00 | \$1,080.00 | \$26,895.00 | \$4,420.00 | \$1,320.00 | \$0.00 | | \$33,715.00 | |



Phase 4

- Construction

| Documents (100%) - MS Boiler Replacement | Principal Mech Eng | Senior Mech Eng | Project Mech Eng | Mech. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost |
|---|-----------------------|--------------------|---------------------|---------------|-------------------|----------------|--------------------|-------------------|
| Billing Rate | \$250.00 | \$180.00 | \$165.00 | \$130.00 | \$110.00 | \$95.00 | | |
| Set Up Project - in Base | | | 1 | | 1 | | 2 | \$275.00 |
| Calculations | | | 2 | | | | 2 | \$330.00 |
| Equip Selection | | 1 | 6 | | | | 7 | \$1,170.00 |
| Mech - Boilers | | 2 | 14 | | 13 | | 29 | \$4,100.00 |
| Specifications | | 3 | | | | | 3 | \$540.00 |
| Project Coordination | | | 1 | | | | 1 | \$165.00 |
| Review Cost Estimate - In Base | | 0 | | | | | 0 | \$0.00 |
| Project Review Meeting in base | | 0 | | | | | 0 | \$0.00 |
| QC | 1 | | | | | | 1 | \$250.00 |
| Submittals; 95%, 100% in base | | 0 | | | 0 | | 0 | \$0.00 |
| Hourly Subtotal | 1 | 6 | 24 | 0 | 14 | 0 | 45 | |
| Cost | \$250.00 | \$1,080.00 | \$3,960.00 | \$0.00 | \$1,540.00 | \$0.00 | | \$6,830.00 |

| | | | | | | | | |
|------------------|------------|------------|-------------|------------|-------------|--------|-----|-------------|
| Mechanical Hours | 5 | 43 | 310 | 48 | 132 | 0 | 538 | |
| Mechanical Cost | \$1,250.00 | \$7,740.00 | \$51,150.00 | \$6,240.00 | \$14,520.00 | \$0.00 | | \$80,900.00 |



| Phase | | | | | | | | |
|--------------------------------------|---------------------|--------------------|---------------|-------------------|----------------|-----------------|--------------------|--|
| 1 | | | | | | | | |
| #440 - Construction Documents (100%) | Principal Elec. Eng | Project Elec. Eng | Elec. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost | |
| Billing Rate | \$250.00 | \$160.00 | \$105.00 | \$110.00 | \$95.00 | | | |
| Project Setup & Team Kickoff | 1 | 1 | | | | 2 | \$410.00 | |
| 65% drawing set review | | 2 | | | | 2 | \$320.00 | |
| Power layout update | | 2 | | 1 | | 3 | \$430.00 | |
| Lighting layout & product update | | | | 8 | | 8 | \$880.00 | |
| Low Voltage Systems update | | 2 | | 1 | | 3 | \$430.00 | |
| HVAC Coordination & Schedule | | 6 | | 3 | | 9 | \$1,290.00 | |
| Power & Lighting Circuiting | | 16 | | 24 | | 40 | \$5,200.00 | |
| Panel Schedules | | 8 | | 8 | | 16 | \$2,160.00 | |
| Single Line Diagram update | | 4 | | 2 | | 6 | \$860.00 | |
| Coordination Study | | 12 | | | | 12 | \$1,920.00 | |
| Low Voltage Circuiting | | 6 | | 4 | | 10 | \$1,400.00 | |
| Schematic Diagrams | | 2 | | 2 | | 4 | \$540.00 | |
| Details | | 2 | | 2 | | 4 | \$540.00 | |
| Specifications | | 8 | | | | 8 | \$1,280.00 | |
| Construction Cost Estimate Review | | 2 | | | | 2 | \$320.00 | |
| Team Coordination | | 2 | | 2 | | 4 | \$540.00 | |
| 95% Submittal | | 1 | | 1 | | 2 | \$270.00 | |
| QC Review | 4 | | | | | 4 | \$1,000.00 | |
| Drawing & Specification Updates | | 4 | | 4 | | 8 | \$1,080.00 | |
| Final Submittal | | 1 | | 1 | | 2 | \$270.00 | |
| Hourly Subtotal | 5 | 81 | 0 | 63 | 0 | 149 | | |
| Cost | \$1,250.00 | \$12,960.00 | \$0.00 | \$6,930.00 | \$0.00 | | \$21,140.00 | |

| Phase | | | | | | | | |
|---------------------------|---------------------|-------------------|---------------|-----------------|----------------|-----------------|-------------------|--|
| 2 | | | | | | | | |
| #490 - Bid Phase Services | Principal Elec. Eng | Project Elec. Eng | Elec. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost | |
| Billing Rate | \$250.00 | \$160.00 | \$105.00 | \$110.00 | \$95.00 | | | |
| Pre-Bid Meeting | | 2 | | | | 2 | \$320.00 | |
| Contractor Questions | | 2 | | | | 2 | \$320.00 | |
| Addendums | | 2 | | | | 2 | \$320.00 | |
| Bid Review | | 1 | | | | 1 | \$160.00 | |
| Conformed Documents | | 3 | | 4 | | 7 | \$920.00 | |
| | | | | | | 0 | \$0.00 | |
| | | | | | | 0 | \$0.00 | |
| Hourly Subtotal | 0 | 10 | 0 | 4 | 0 | 14 | | |
| Cost | \$0.00 | \$1,600.00 | \$0.00 | \$440.00 | \$0.00 | | \$2,040.00 | |



| Phase | | | | | | | 3 | |
|------------------------------------|--|-----------------|---------------|-----------|---------------|----------------|-----------------|-------------|
| #900 - Construction Administration | | Principal Elec. | Project Elec. | Elec. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost |
| Billing Rate | | Eng | Eng | | | | | |
| | | \$250.00 | \$160.00 | \$105.00 | \$110.00 | \$95.00 | | |
| Pre-Construction Meeting | | | 3 | | | | 3 | \$480.00 |
| Contractor Questions & RFIs | | | 20 | | 8 | | 28 | \$4,080.00 |
| Submittal Review | | | 16 | | 8 | | 24 | \$3,440.00 |
| Progress Meetings (3) | | | 4 | | 2 | | 6 | \$860.00 |
| Progress Inspection (1) | | | 16 | | | | 16 | \$2,560.00 |
| Substantial Inspection | | | 20 | | | | 20 | \$3,200.00 |
| Final Inspection | | | 16 | | | | 16 | \$2,560.00 |
| As-builts | | | 6 | | 8 | | 14 | \$1,840.00 |
| Hourly Subtotal | | 0 | 101 | 0 | 26 | 0 | 127 | |
| Cost | | \$0.00 | \$16,160.00 | \$0.00 | \$2,860.00 | \$0.00 | | \$19,020.00 |

| Phase | | | | | | | 4 | |
|---|--|-----------------|---------------|-----------|---------------|----------------|-----------------|-------------|
| # - Construction Documents (100%) - MS Boiler Replacement | | Principal Elec. | Project Elec. | Elec. EIT | Lead Eng Tech | Staff Eng Tech | Hourly Subtotal | Cost |
| Billing Rate | | Eng | Eng | | | | | |
| | | \$250.00 | \$160.00 | \$105.00 | \$110.00 | \$95.00 | | |
| HVAC Coordination | | | 2 | | | | 2 | \$320.00 |
| Power Layout | | | 2 | | 2 | | 4 | \$540.00 |
| Circuiting | | | 4 | | 4 | | 8 | \$1,080.00 |
| Details | | | 2 | | 2 | | 4 | \$540.00 |
| QC Review | | 1 | | | | | 1 | \$250.00 |
| Final Submittal | | | 1 | | 1 | | 2 | \$270.00 |
| Hourly Subtotal | | 1 | 11 | 0 | 9 | 0 | 21 | |
| Cost | | \$250.00 | \$1,760.00 | \$0.00 | \$990.00 | \$0.00 | | \$3,000.00 |
| Electrical Hours | | 6 | 203 | 0 | 102 | 0 | 311 | |
| Electrical Cost | | \$1,500.00 | \$32,480.00 | \$0.00 | \$11,220.00 | \$0.00 | | \$45,200.00 |



Phase

#440 - Construction Documents (100%)

| Billing Rate | Unit | Unit Cost | Project | | | Qty | Cost |
|---------------------------------|---------|-----------|---------------|-------------------|---------------|-----|-------------------|
| | | | Management | Mechanical | Electrical | | |
| Copies/Prints/Scans (Letter) | ea | \$0.10 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (11x17) | ea | \$0.20 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (Full Size) | ea | \$1.00 | | | | 0 | \$0.00 |
| Teleconference Costing | hr/line | \$3.00 | | | | 0 | \$0.00 |
| Airfare | ea | \$800.00 | | 1 | | 1 | \$800.00 |
| Rentals | day | \$175.00 | | 1 | | 1 | \$175.00 |
| Survey GPS Rental | day | \$309.00 | | | | 0 | \$0.00 |
| Shipping | ea | \$25.00 | | | | 0 | \$0.00 |
| Parking | day | \$16.00 | | 2 | | 2 | \$32.00 |
| Hotel | day | \$180.00 | | 1 | | 1 | \$180.00 |
| Mileage | mile | \$0.585 | | | | 0 | \$0.00 |
| Per Diem | man day | \$75.00 | | 1 | | 1 | \$75.00 |
| Cost | | | \$0.00 | \$1,262.00 | \$0.00 | | \$1,262.00 |

Phase

#490 - Bid Phase Services

| Billing Rate | Unit | Unit Cost | Project | | | Qty | Cost |
|---------------------------------|---------|-----------|---------------|---------------|---------------|-----|---------------|
| | | | Management | Mechanical | Electrical | | |
| Copies/Prints/Scans (Letter) | ea | \$0.10 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (11x17) | ea | \$0.20 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (Full Size) | ea | \$1.00 | | | | 0 | \$0.00 |
| Teleconference Costing | hr/line | \$3.00 | | | | 0 | \$0.00 |
| Airfare | ea | \$800.00 | | | | 0 | \$0.00 |
| Rentals | day | \$175.00 | | | | 0 | \$0.00 |
| Survey GPS Rental | day | \$309.00 | | | | 0 | \$0.00 |
| Shipping | ea | \$25.00 | | | | 0 | \$0.00 |
| Parking | day | \$16.00 | | | | 0 | \$0.00 |
| Hotel | day | \$180.00 | | | | 0 | \$0.00 |
| Mileage | mile | \$0.585 | | | | 0 | \$0.00 |
| Per Diem | man day | \$75.00 | | | | 0 | \$0.00 |
| Cost | | | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |

Phase

#900 - Construction Administration

| Billing Rate | Unit | Unit Cost | Project | | | Qty | Cost |
|---------------------------------|---------|-----------|------------|------------|------------|-----|------------|
| | | | Management | Mechanical | Electrical | | |
| Copies/Prints/Scans (Letter) | ea | \$0.10 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (11x17) | ea | \$0.20 | | | | 0 | \$0.00 |
| Copies/Prints/Scans (Full Size) | ea | \$1.00 | | | | 0 | \$0.00 |
| Teleconference Costing | hr/line | \$3.00 | | | | 0 | \$0.00 |
| Airfare | ea | \$800.00 | | 4 | 3 | 7 | \$5,600.00 |
| Rentals | day | \$175.00 | | 4 | | 4 | \$700.00 |
| Survey GPS Rental | day | \$309.00 | | | | 0 | \$0.00 |
| Shipping | ea | \$25.00 | | | | 0 | \$0.00 |
| Parking | day | \$16.00 | | 8 | 6 | 14 | \$224.00 |
| Hotel | day | \$180.00 | | 4 | 3 | 7 | \$1,260.00 |
| Mileage | mille | \$0.585 | | | | 0 | \$0.00 |



| | | | | | | | |
|----------|---------|---------|--------|------------|------------|---|------------|
| Per Diem | man day | \$75.00 | | 4 | 3 | 7 | \$525.00 |
| Cost | | | \$0.00 | \$5,048.00 | \$3,261.00 | | \$8,309.00 |



4103 Minnesota Drive
Anchorage, AK 99503

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mail@hmsalaska.com

| |
|--------------------|
| DATE |
| 8/25/2022 |
| FEE PROPOSAL NO. |
| P22-08-18 (Rev. 1) |
| HMS PROJECT NO. |
| N/A |

| |
|--|
| <i>Fee Proposal Prepared For:</i> |
| MRV Architects 1420 Glacier Avenue, Suite 101 Juneau, Alaska 99801 Attn: Zane Jones |

Project: Craig Middle and Elementary School Renovations

Location: Craig, Alaska

1. Project Description and Service

Prepare construction cost estimates for upgrading the 65% design estimates with minor changes moving into the final design, including the following scope of work.

- Renovations to existing 15,000 SF single story elementary school, including all disciplines of construction.
- Renovations to existing middle school's 24,720 SF first floor and 1,400 SF mezzanine, including all disciplines of construction and one additive alternate for new boiler upgrade.

The estimates will be prepared in Uniformat Elemental Categories and priced for summer 2023 construction.

2. Fee Breakdown and Schedule (Lump Sum)

| | | |
|---|-------------------------------|--------------------------------------|
| Elementary School 100% Design Estimate | \$ 3,880.00 | Within (10) Full Working Days |
| Middle School 100% Design Estimate | 4,968.00 | Within (10) Full Working Days |
| TOTAL FEE: | <u>\$ 8,848.00</u> | |

The above fee does not include preparation of additive bid items or alternates. See 3. Terms below.

Allow the above full working days to provide the proposed services. Time for task completion will begin following receipt of all available design information for that particular phase. Please note the above durations exclude weekends, holidays and partial days. Please give two weeks advance notice for commencing each phase of work.

3. Terms

Deliverable:

HMS Inc. will provide a copy of our estimate via email in a PDF file format or in Excel, if necessary. Should a hard copy of the estimate be necessary, at your request, a bound or loose copy will be provided to you.

Drawings:

Architect/Engineer shall provide HMS Inc. with full size, correct scale drawings, along with an electronic set (PDF format preferred). Should these not be provided, it may be necessary to increase our fee proposal and add additional days to complete our work.

Should it be necessary, HMS Inc. has the capability to print one or two drawings, however, depending on the quantity, an additional charge may be added at \$4.00/sheet.



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| N/A |

3. Terms (Continued)

Additive Bid Items or Alternates:

Our fee proposal does not include preparing estimates for additive bid items or alternates (except those included in Section 2 Fee Breakdown) that require re-measurement of work items included in the Base Bid cost estimate. We reserve the right to renegotiate our fee should alternates become necessary beyond one or two minor alternates or additive bid items.

Reimbursable Expenses:

This fee proposal does not provide for long distance phone calls, site visits, meetings with the owner, or any other unforeseen expenses unless listed in Section 2. Fee Breakdown. Any such items, if required, will be charged on a time-and-expense basis at our current rate schedule.

Penalty/Bonus Condition:

This proposal is made on the understanding that we will not be entering into an agreement with the client that includes a penalty/bonus condition dependent on the outcome of the bid. Should such a clause be required, we reserve the right to modify our proposal or possibly withdraw from the project.

Additional Insured:

Any requirements to name additional insureds on our insurance policies may be subject to additional fees should fees be added to our policy by our carrier.

Payment Terms:

Payment shall be made within (45) days of invoice date. Delayed payment beyond that period is subject to a 1.5% fee per month.

Expiration Date:

This fee proposal is valid for (6) months from the date of issue. HMS Inc. reserves the right to adjust the fee to incorporate the current years rates after the (6) month period.

Change in Scope:

Should the project scope or format change, HMS Inc. reserves the right to modify this proposal. Written approval for work on increased scope items prior to proceeding with additional work will be required.

Notice to Proceed:

Designer/owner will provide written notice to proceed. Delivery of documents is not considered a notice to proceed.

Prepared By:

Dilip Patel, Principal
DP/kh



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mail@hmsalaska.com

| |
|--------------------|
| DATE |
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| FEE PROPOSAL NO. |
| P22-08-18 (Rev. 1) |
| OLD PROJECT NO. |
| N/A |

FEE BREAKDOWN (2022 SCHEDULE OF RATES)

Project: Craig Middle and Elementary School Renovations

A/E Firm: MRV Architects

Location: Craig, Alaska

Prepared By: Dilip Patel, Principal

| <i>Discipline</i> | <i>Rate</i> | <i>Hours</i> | <i>Subtotal</i> | <i>Total Hours</i> | <i>Total Fee</i> |
|-------------------|-------------|--------------|-----------------|--------------------|------------------|
|-------------------|-------------|--------------|-----------------|--------------------|------------------|

Elementary School 100% Design Estimate:

| | | | | | |
|-------------------|--------|---|----|---|----------|
| Estimator V | 183.00 | x | 1 | = | 183.00 |
| Estimator IV | 159.00 | x | 10 | = | 1,590.00 |
| Estimator III | 149.00 | x | 10 | = | 1,490.00 |
| Estimator II | 127.00 | x | 3 | = | 381.00 |
| Estimator I | 86.00 | x | 0 | = | 0.00 |
| Office Support II | 86.00 | x | 2 | = | 172.00 |
| Office Support I | 64.00 | x | 1 | = | 64.00 |

Total Elementary School 100% Design Estimate:

~~27 Hours \$ 3,880.00~~

Middle School 100% Design Estimate:

| | | | | | |
|-------------------|--------|---|----|---|----------|
| Estimator V | 183.00 | x | 1 | = | 183.00 |
| Estimator IV | 159.00 | x | 10 | = | 1,590.00 |
| Estimator III | 149.00 | x | 17 | = | 2,533.00 |
| Estimator II | 127.00 | x | 2 | = | 254.00 |
| Estimator I | 86.00 | x | 0 | = | 0.00 |
| Office Support II | 86.00 | x | 4 | = | 344.00 |
| Office Support I | 64.00 | x | 1 | = | 64.00 |

Total Middle School 100% Design Estimate:

35 Hours \$ 4,968.00

TOTAL:

62 Hours \$ 8,848.00