

# MAIA Document BIO3TM 2007

## **Standard Form of Agreement Between Owner and Architect for a Large or Complex Project**

**AGREEMENT** made as of the 7th day of April in the year 2011  
(*In words, indicate day, month and year.*)

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

City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

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

Blythe Group + co. S Corporation  
618 Rood Ave  
Grand Junction, CO 81501  
Telephone 970-242-1058  
Fax 970-242-2268

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

Grand Junction Public Safety Complex  
5<sup>th</sup> Street, 7<sup>th</sup> Street, Ute Avenue, and Pitkin Avenue for a new 911/ Police Department/  
Fire Administration/ Fire Station #1 with work at Fire Station #2 on Patterson Rd.  
Grand Junction, CO

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify) documentation or state the manner in which the program will be developed.)*

Review and revisions to Grand Junction Public Safety Architectural Program dated April 10, 2008 and supplement with same date. Anticipation is to reduce total program size to build/ renovate space for an approximate \$30,000,000 total project budget.

**§ 1.1.2** The Project's physical characteristics:

*(Identify; or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Location and requirements for various parts of the project will be determined with program verification/ reduction, concept options, and probably construction cost estimates. Once options are selected, this contract will be amended if required.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined once program is updated and concept options are selected. A project budget of approximately \$30,000,000 is anticipated.

**§ 1.1.4** The Owner's anticipated design and construction schedule:

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*RTH, MW*

- .1 Design phase milestone dates, if any:
  - a. Sell bonds for funding in October, 2010
  - b. Develop designs with early site and foundation packages for Spring 2011.
- .2 Commencement of construction:
 

Spring 2011
- .3 Substantial Completion date or milestone dates:
 

To be Determined with Owner approval of CM/GC schedule and contract
- .4 Other:
 

N/A

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

CM/GC (Construction Manager/ General Contractor)

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

1. Site and Foundation Package
2. Structural Steel, Mechanical, Electrical, Plumbing package
3. Exterior Shell Package
4. Interior Package

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

To be determined.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address and other information.)*

Laurie Kadrach, City Manager

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

To be determined by the City.

§ 1.1.10 The Owner will retain the following consultants and contractors:  
*(List name, legal status, address and other information.)*

- .1 Cost Consultant:

The CM/GC will provide cost estimating.

.2 Scheduling Consultant:

The CM/GC **will** develop the project schedule.

.3 Geotechnical Engineer:

The Owner will provide copies of geotechnical reports already available. Based off final program and concepts approved, Owner will provide updates if required for final design efforts.

.4 Civil Engineer:

The Owner is providing Civil Engineering design. City Engineer will coordinate with Architect's Design Team to develop site and bid packages.

.5 Other, if any:

*(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)*

The Owner is providing Information Technology design and drawings for bidding and will coordinate with Architect's Design Team.. Owner will determine areas to be bid with Architect's documents or whether IT will be purchased and contracted under separate contract.

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

Roy Blythe, AIA, Principal  
618 Rood Ave  
Grand Junction, CO 81501

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address and other information.)*

I Per Attached Exhibit A Scope Letter dated January 20, 2011, Revised March 14, 2011, and Revised April 5, 2011

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Per Attached Exhibit A Scope Letter

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.2 Mechanical Engineer:

Per Attached Exhibit A Scope Letter

.3 Electrical Engineer:

Per Attached Exhibit A Scope Letter

§ 1.1.12.2 Consultants retained under Additional Services:

LEED Consultant will not be required.

Acoustical Consultant to be determined if required.

Food Service Consultant will not be required.

Communication Center Consultant will not be required. Owner intends to do this design work internally.

Landscape Architect has been included as Basic Services in Exhibit A Scope letter.

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000 ) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000 ) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and zero cents (\$ 1,000,000 ).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000 ) per claim and in the aggregate of \$2,000,000.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

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

§ 3.1.8 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.

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**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES- (will be provided after Program Update and Concept approval)**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

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

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

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the CM/ GC. The Architect shall meet with the CM/GC to review the Construction Documents.

§ 3.4.5 Upon receipt of the CM/ GC's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner and CM/ GC in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the CM/GC in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) assisting in determining the successful bid or proposal

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents coordinated with the CM/GC.

§ 3.5.2.2 The Architect shall assist the Owner and CM/GC in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

##### § 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 The Architect shall assist the Owner and CM/GC in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors,
- .2 participating in selection interviews with prospective sub- contractors; and
- .3 participating in negotiations with prospective sub- contractors.



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

## **§ 3.6 CONSTRUCTION PHASE SERVICES**

### **§ 3.6.1 GENERAL**

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

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

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

### **§ 3.6.2 EVALUATIONS OF THE WORK**

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

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

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

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

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

### § 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

**§ 3.6.5 CHANGES IN THE WORK**

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

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

**§ 3.6.6 PROJECT COMPLETION**

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

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

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

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

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance Reviews will be accomplished at 6 and 11 month warranty walk throughs.

**ARTICLE 4 ADDITIONAL SERVICES**

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

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

Services	Responsibility (Architect, Owner Or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
<b>§ 4.1.1</b> Programming	Architect	Update/ Review
<b>§ 4.1.2</b> Multiple preliminary designs	Architect	Determine Options
<b>§ 4.1.3</b> Measured drawings	Architect	If options selected require field measurements. Owner will provide existing drawings.
<b>§ 4.1.4</b> Existing facilities surveys	Architect	If options selected require field surveys of existing conditions within limits of areas that are exposed.
<b>§ 4.1.5</b> Site Evaluation and Planning (B203Tm-2007)	Architect	In conjunction with Owner's Civil Engineer
<b>§ 4.1.6</b> Building information modeling	Architect	



§ 4.1.7	Civil engineering	Owner	Owner's Engineer providing civil engineering design
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252Tm-2007)	Architect	
§ 4.1.10	Value Analysis (B204Tm-2007)	Architect/ CM/GC	Architect will assist
§ 4.1.11	Detailed cost estimating	Not Provided	CM/GC to provide
§ 4.1.12	On-site project representation	Not Provided	Weekly meetings available as additional services
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210Tm-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	Will provide coordination of Communication Center with Owner's IT personnel. Owner providing design documents and bidding for equipment.
§ 4.1.20	Telecommunications/data design	Not Provided	Owner providing
§ 4.1.21	Security Evaluation and Planning (B206Tm-2007)	Architect	Scope determined when concepts are approved
§ 4.1.22	Commissioning (B211Tm-2007)	Not Provided	Owner will provide as third party.
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214Tm-2007)	Not Provided	
§ 4.1.25	Historic Preservation (B205Tm-2007)	Not Provided	
§ 4.1.26	Furniture, Furnishings, and Equipment Design (B253Tm-2007)	Architect	Scope to include basic office furniture. Owner providing design for Communications center and specialized equipment, copiers, etc.

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

I If required/ as required, Architect will submit letter of scope/ proposal for approval by Owner.

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 Zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget

for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

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and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the 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.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

### **§ 8.2 MEDIATION**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed



with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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

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

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

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

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

Compensation per attached Exhibit A Scope and Fee Proposal letter dated January 20, 2010 and Revised March 14, 2011

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

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

Additional service fees will be determined when required and approved by Owner. Scope letter inclusions are to be considered Basic Services.

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

Compensation for Additional Services will be with fixed, pre-approved amount or per hourly rates attached as Exhibit B when authorized by the Owner.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

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

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit B- Hourly Rate Schedule dated August 23, 2010. Exhibity A will be updated after approval to include all consultant's hourly rates within 30 days for receipt of signed contract.

Employee or Category	Rate
To be included by Attached Exhibit B	

### **§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

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

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

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### § 11.10 PAYMENTS TO THE ARCHITECT

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

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

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

12.1.1 Architect represents and warrants that, prior to executing this Agreement, it supplied the City with a certification meeting the requirements of section 8-17.5 (1), C.R.S. a copy of which is appended hereto as Exhibit C, and agrees to the following provisions:

### 12.1.1.A. Definitions

1. Department Program means the employment verification program established pursuant to section 8-17.5-102 (5)©, Colorado Revised Statutes.
2. E- Verify program means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered

by the United States Department of Homeland Security and the Social Security Administration, or its successor program

3. Newly hired for employment means hired to work in the United States since the effective date of the public contract of services.

12.1.1.B Prohibitions. Architect shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Architect that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement
3. Use E-Verify Program of Department Program procedures to undertake pre-employment screening of job applicants while this agreement is in effect.

12.1.1.C. Verification of Eligibility, Architect has, through participation in either the E-Verify Program or the Department Program verified and confirmed or attempted to verify and confirm the employment eligibility of all employees who are newly hired for employment to perform work under the agreement.

12.1.1.D. Consultants. If Architect obtains actual knowledge that a Consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the Consultant and the City within three days that Architect has actual knowledge that the Consultant is employing or contracting with an illegal alien; and
2. Terminate the Consultant Agreement with the Consultant if within 3 days of receiving the notice required pursuant to the preceding sub-paragraph of this subparagraph the Consultant does not stop employing or contracting with the illegal alien; except that Architect shall not terminate the contract with the Consultant if during such 3 days the Consultant provides information to establish that the Consultant has not knowingly employed or contracted with an illegal alien.

12.1.1.E. Investigations. Architect shall comply with any reasonable request for the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in 8-17.5-102(5), C.R.S.

12.1.1.F Violation,

1. If Architect violates any provision of this Agreement pertaining to illegal aliens, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Architect shall be liable for actual and consequential damages to the City.
2. The City will notify the Office of the Secretary of State if Architect violates this provision of this Agreement and the City terminates the Agreement for such breach..

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

1. AIA Document B103Tm-2007, Standard Form Agreement Between Owner and Architect
2. ALA Document E201Tm-2007, Digital Data Protocol Exhibit, if completed, or the following:
3. Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

N/A

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

OWNER



(Signature)

Laurie Kadrich City Manager

(Printed name and title)

ARCHITECT



(Signature)

T. Blythe Secretary / Treasurer

(Printed name and title)

# **Additions and Deletions Report for AIA Document B103™ — 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:02:58 on 04/07/2011.

## **PAGE 1**

**AGREEMENT** made as of the 7th day of April in the year 2011

City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Blythe Group + co. S Corporation  
618 Rood Ave.  
Grand Junction, CO 81501  
Telephone 970-242-1058  
Fax 970-242-2268

Grand Junction Public Safety Complex  
5<sup>TH</sup> Street, 7<sup>TH</sup> Street, Lite Avenue, and Pitkin Avenue for a new 911/ Police Department/ Fire Administration/ Fire  
Station #1 with work at Fire Station #2 on Patterson Rd.  
Grand Junction, CO

## **PAGE 2**

Review and revisions to Grand Junction Public Safety Architectural Program dated April 10, 2008 and supplement  
with same date. Anticipation is to reduce total program size to build/ renovate space for an approximate \$30,000,000  
total project budget.

Location and requirements for various parts of the project will be determined with program verification/ reduction,  
concept options, and probably construction cost estimates. Once options are selected, this contract will be amended if  
required.

To be determined once program is updated and concept options are selected. A project budget of approximately  
\$30,000,000 is anticipated.

## **PAGE 3**

- a. Sell bonds for funding in October, 2010
- b. Develop designs with early site and foundation packages for Spring 2011.

Spring 2011

To be Determined with Owner approval of CM/GC schedule and contract

N/A

CM/GC (Construction Manager/ General Contractor

1. Site and Foundation Package
2. Structural Steel, Mechanical, Electrical, Plumbing package
3. Exterior Shell Package
4. Interior Package

To be determined.

Laurie Kadrach, City Manager

To be determined by the City.

**PAGE 4**

The CM/GC will provide cost estimating.

The CM/GC will develop the project schedule.

The Owner will provide copies of geotechnical reports already available. Based off final program and concepts approved, Owner will provide updates if required for final design efforts.

The Owner is providing Civil Engineering design. City Engineer will coordinate with Architect's Design Team to develop site and bid packages.



The Owner is providing Information Technology design and drawings for bidding and will coordinate with Architect's Design Team.. Owner will determine areas to be bid with Architect's documents or whether IT will be purchased and contracted upder separate contract.

Roy Blythe, AIA, Principal  
618 Rood Ave  
Grand Junction, CO 81501

Per Attached Exhibit A Scope Letter dated January 20, 2011, Revised March 14, 2011, and Revised April 5, 2011

Per Attached Exhibit A Scope Letter

PAGE 5

Per Attached Exhibit A Scope Letter

Per Attached Exhibit A Scope Letter

LEED Consultant will not be required.  
Acoustical Consultant to be determined if required.  
Food Service Consultant will not be required.  
Communication Center Consultant will not be required. Owner intends to do this design work internally.  
Landscape Architect has been included as Basic Services in Exhibit A Scope letter.

N/A

PAGE 6

§ 2.5.1 Comprehensive General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000 ) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000 ) combined single limit and aggregate for bodily injury and property damage

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and zero cents (\$ 1,000,000 ).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000 ) per claim and in the aggrcgatc.aggregate of \$2,000,000.

PAGE 7

**§ 3.2**  
**Program Update and Concept approval)**

**SCHEMATIC DESIGN PHASE SERVICES- (will be provided after**

PAGE 8

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. CM/ GC. The Architect shall meet with the Cost Consultant to CM/GCto review the Construction Documents.

**§ 3.4.5** Upon receipt of the Cost Consultant's CM/ GC's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

The Architect shall assist the Owner and CM/ GC in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the CM/GC in (1) obtaining : " - • - • : ; competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (1) awarding and preparing contracts for eenstmctien,  
assisting in determining the successful bid or proposal

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Documents  
coordinated with the CM/GC.

**§ 3.5.2.2** The Architect shall assist the Owner and CM/GC in bidding the Project by

**§ 3.5.3.2** The Architect shall assist the Owner and CM/GC in obtaining proposals by  
.1 facilitating the reproduction of Proposal Documents for distribution to prospective eentfacters + and  
4—contractors,.2 participating in selection interviews with prospective sub- contractors; and  
.3 participating in negotiations with prospective sub- contractors.

PAGE 9

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

PAGE 11

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. Reviews will be accomplished at 6 and 11 month warranty walk throughs.

§ 4.1.1	Programming	Architect	Update/ Review
§ 4.1.2	Multiple preliminary designs	Architect	Determine Options
§ 4.1.3	Measured drawings	Architect	If options selected require field measurements. Owner will provide existing drawings.
		Architect	If options selected require field surveys of existing conditions within limits of areas that are exposed.
§ 4.1.4	Existing facilities surveys	Architect	In conjunction with Owner's Civil Engineer
§ 4.1.5	Site Evaluation and Planning (B203Tm-2007)	Architect	
§ 4.1.6	Building information modeling	Owner	Owner's Engineer providing civil engineering design
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252Tm-2007)	Architect/ CM/GC	Architect will assist
§ 4.1.10	Value Analysis (B204Tm-2007)	Not Provided	CM/GC to provide
§ 4.1.11	Detailed cost estimating	Not Provided	Weekly meetings available as additional services
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210Tm-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	Will provide coordination of Communication Center with Owner's IT personnel. Owner providing design documents and bidding for equipment.
		Not Provided	Owner providing
§ 4.1.20	Telecommunications/data design	Architect	Scope determined when concepts are approved
§ 4.1.21	Security Evaluation and Planning (B206Tm-2007)	Not Provided	Owner will provide as third party.
§ 4.1.22	Commissioning (B211Tm-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214Tm-2007)	Not Provided	
§ 4.1.25	Historic Preservation (B205Tm-2007)	Not Provided	
§ 4.1.26	Furniture, Furnishings, and Equipment Design (B253Tm-2007)	Architect	Scope to include basic office furniture. Owner providing design for Communications center and specialized equipment, copiers, etc.

PAGE 12

If required/ as required, Architect will submit letter of scope/proposal for approval by Owner.

PAGE 13

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project during construction

- .3 Zero ( 0 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

PAGE 17

Litigation in a court of competent jurisdiction

**§-84.ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

**§ 8.3.3** The award rendered by the arbitrator(s) shall be fin \_\_\_\_\_ applicable law in any court having jurisdiction thereof

**§-8v3A-CONSLIDATION-GR-JGINDE-R**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any.

and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

\_\_\_\_\_ common question of law or fact whose presence \_\_\_\_\_

described in the written consent.

Section 8.3, whether by joinder or consolidation, the same ri \_\_\_\_\_ : \_\_\_\_\_ Architect under this Agreement.

PAGE 18

Compensation per attached Exhibit A Scope and Fee Proposal letter dated January 20, 2010 and Revised March 14, 2011

PAGE 19

Additional service fees will be determined when required and approved by Owner. Scope letter inclusions are to be considered Basic Services.

Compensation for Additional Services will be with fixed, pre-approved amount or per hourly rates attached as Exhibit B when authorized by the Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

Schematic Design Phase	<u>Fifteen</u> percent (	15	%)
Design Development Phase	<u>Twenty</u> percent (	20	%)
Construction Documents Phase	<u>Forty</u> percent (	40	%)
Bidding or Negotiation Phase	<u>Five</u> percent (	5	%)
Construction Phase	<u>Twenty</u> percent (	20	%)

Exhibit B- Hourly Rate Schedule dated August 23, 2010. Exhibity A will be updated after approval to include all consultant's hourly rates within 30 days for receipt of signed contract.

To be included by Attached Exhibit B

**PAGE 20**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

Zero (0)

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

Eight % 8

12.1.1 Architect represents and warrants that, prior to executing this Agreement, it supplied the City with a certification meeting the requirements of section 8-17.5 (1), C.R.S. a copy of which is appended hereto as Exhibit C, and agrees to the following provisions:

#### 12.1.1.A. Definitions

1. Department Program means the employment verification program established pursuant to section 8-17.5-102 (5)©, Colorado Revised Statutes.
2. E- Verify program means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program
3. Newly hired for employment means hired to work in the United States since the effective date of the public contract of services.

#### 12.1.1.B Prohibitions. Architect shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Architect that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement
3. Use E-Verify Program of Department Program procedures to undertake pre-employment screening of job applicants while this agreement is in effect.

12.1.1.C. Verification of Eligibility. Architect has, through participation in either the E- Verify Program or the Department Program verified and confirmed or attempted to verify and confirm the employment eligibility of all employees who are newly hired for employment to perform work under the agreement.

12.1.1.D. Consultants. If Architect obtains actual knowledge that a Consultatn performing work under this Agreement knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the Conuslatn and the City within three days that Architect has actual knowledge that the Consultatn is employing or contracting with an illegal alien; and
2. Terminate the Consultant Agreement with the Consultatn if within 3 days of receiving the notice required pursuant to the preceding sub- subparagraph of this subparagraph the Consultatn does not stop employing or contracting with the illegal alien; except that Archtict shall not terminate the contract with the Consultatn if during such 3 days the Consultatn provides information to establish tha the Consultatn has not knowingly employed or contracted with an illegal alien.

12.1.1.E. Investigations. Architect shall comply with any reasonable request for the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in 8-17.5-102(5), C.R.S.

#### 12.1.1.F Violation,

1. If Architec violates any provision of this Agreement pertaining to illegal aliens, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Architect shall be liable for actual and consequential damages to the City.
2. The City will notify the Office of the Secretary of State if Architect violates this provision of this Agreement and the City terminates the Agreement for such breach..

PAGE 21

N/A

PAGE 22

Laurie Kadrich City Manager

Roy T. Blythe Secretary/ Treasurer

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Roy T. Blythe, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:02:58 on 04/07/2011 under Order No. 1682883891\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA' Document B103™ — 2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
Date

ft

EHHH

**BLYTHE** CO

The Art & Science of Construction

618 Road Po.oxue  
Grand Junction, CO 81501  
office: 970.242.1058  
[www.theblythegroup.com](http://www.theblythegroup.com)

January 20, 2011  
(Revised March 14, 2011)  
(Revised April 5, 2011)

Laurie Kadrach  
City Manager  
City of Grand Junction Colorado  
250 North 5th Street  
Grand Junction, CO 81501

RE: Grand Junction Public Safety Project

Dear Ms. Kadrach,

This letter is being written to provide fees and our understanding of the scope of work we have discussed with you and City Staff for the new City of Grand Junction Public Safety Project. We understand the City Council has given direction develop a design and the construction for a new facility that is an appropriate facility for a police / 911 center for our community designed to meet the current needs, that future phases, if required, will be built in phases. This project will consist of five major components by priority established by the Council:

1. New 911/ Police Facility (approximately 58,652 GSF)
2. Remodel the existing Fire Station #1 facility (approximately 12,000 GSF with a small addition to the south)
3. Renovation of the 2 story west wing of the existing police building for Fire Administration offices (approximately 8,000 GSF with a portion of an earlier portion of the building for training and community room)
4. Addition and remodel at Fire Station #2 (approximately 5,106 GSF)
5. Remodel of the existing fleet building for Police Annex facilities (approximately 23,502 GSF) the scope of work for this facility to be partially used as an annex for police is to be determined based on funds available after the above priorities are established.

The following is our understanding of the scope of work:

**1. Priority #1: New 911 I Police Facility**

- The new facility will be located in the area bordered by 5<sup>th</sup> St., Ute Avenue, Pitkin Ave. and 7<sup>th</sup> St.
- The 911 Center is programmed for approximately 9,721 square feet.
- The 911 Center program will include a Communication Dispatch Center, Training Area, Data Support Area and a new phone system. The City will provide direction and design the equipment portion of the dispatch and coordinate with the design team for needs/ requirements.
- The Police main building is programmed for approximately 48,931 square feet.
- The Police building program will include Patrol Offices and Meeting Space, Detective Offices, Records Offices and Storage, short term Evidence Storage and Office and Support spaces, K-9 Unit, etc. within the available budget.
- The Combined new construction of approximately 58,652 GSF



- The City will provide all civil engineering for the site and utilities. The design team will coordinate with the City's designated personnel for the site requirements and the City's team will work with the design team to achieve the Architect's design intent.

**2. Priority #2: Fire Station #1 Renovation/ Addition**

- The existing facility at 6<sup>th</sup> St., Ute Ave. and Pitkin Ave. will be utilized.
- Fire Station #1 is programmed for renovation of the two story portion of the Building of approximately 12,000 square feet. There will be a small addition on the south end of the existing building.
- Fire Station #1 program will include renovation of the lower and upper levels for offices, sleeping rooms, toilets, locker facilities, kitchen, dayroom, etc.
- It is anticipated the building will be brought up to code and the exterior will be renovated.
- Fire Administration will be relocated from this building.
- Staff parking will be shared on site with the Police Department.
- The City will provide all Civil Engineering and Landscape Architecture for the project. City Staff providing the design work will coordinate with the design team.

**3. Priority #3: Fire Administration Renovation of portions of existing Police Department**

- Renovation of the 2 story west wing, (1984 addition), of the existing police building for Fire Administration Offices located at 6<sup>th</sup> St. and Ute Avenue.
- Fire Administration is programmed for approximately 8,000 square feet.
- Fire Administration will include Offices, Fire Prevention Offices, EMS Offices, PIO / Public Education Office, Fire Training Offices, Fire Investigation, Support space, etc.
- A portion of the existing police building will be retained for training/ community room use to the east of the 1984 addition. The remainder of the existing police building will be demolished.
- Parking will for Fire Administration will be shared with the Police Department and Fire Station #1.
- The City is taking care of having 6<sup>th</sup> St. vacated and closed to utilize for the project.
- The City will provide all Civil Engineering and Landscape Architecture for the project. City Staff providing the design work will coordinate with the design team.

**4. Priority #4: Fire Station #2 Addition/ Renovation**

- The project will include an addition for Sleeping Rooms and Workout space.
- The Renovation will include reconfiguring/ renovating restrooms/ showers, laundry, expanding PEG storage, Kitchen, Dayroom, Office, etc and finish upgrades to the facility as the budget allows. The total affected area of addition and remodel is approximately 5,106 square feet.

**5. Priority #5: Police Annex Renovation**

- Renovation of the existing fleet building for Police Annex facilities located at the existing city fleet buildings on Riverside Parkway. It is anticipated most of this building will be reused "as is" and have only minor renovations to accommodate use by the Police Department.
- The program has identified approximately 23,502 square feet that can be utilized for the annex functions but some portions may remain used by Fleet, Stores, or other uses.

Laurie Kadrich  
City Manager - City of Grand Junction  
Grand Junction Public Safety Project  
January 20, 2011  
(Revised March 14, 2011 and April 5, 2011)  
Page 3

- Renovation for this building will be developed based on available funds from the total project construction budget with the above priorities requiring funding first.
- The City will compensate Blythe Group for concept designs/ study of the existing building provided and this project scope and fees will be determined at a future date.

The City anticipates developing documents for multiple fast track bid packages for this project. Generally, the bid packages are as follows:

**Police/ 911 Building Project:**

- a. Civil utility and site grading and drainage package
- b. Foundation package
- c. Steel mill order package
- d. Super Structure package
- e. Exterior shell package including mechanical, electrical and plumbing package
- f. Interior Finish Package including signage/ way finding
- g. Interior Furniture Fixtures and Equipment packages.

**Fire Station #1 Project:**

- a. Develop drawings through Design Development to enable guaranteed maximum pricing to be established.
- b. Final Construction Documents need to be completed by the spring of 2012 for construction to begin after the Police/ 911 building is completed and can be occupied. We will coordinate completion of these drawings to work with Shaw Construction's buy out schedule for the project.

**Fire Administration Project:**

- a. Develop drawings through Design Development to enable guaranteed maximum pricing to be established.
- b. Final construction Documents need to be completed in the spring of 2012 prior completion of the Police/ 911 building occupancy so that construction can begin immediately after Police/ 911 occupy their new building. We will coordinate these drawings to work with Shaw Construction's buy out schedule for the project.

**Fire Station #2 Project:**

- a. These drawings will be completed for summer 2011 construction to begin.
- b. We will coordinate completion of these drawings to work with Shaw Construction's buy out and bidding schedule for the project.

**Police Annex Renovation (Fleet Building)**

- a. Scope of this project will be based on budgets available after the above projects have been funded. Construction for this project will need to occur during the spring/ summer of 2012 prior to the new Police/ 911 facility being completed so that the Police/ 911 can all move at the same time to enable the existing Police building to be renovated for Fire Administration. Fees and scope other than concepts/ study already provided are not included in this overall project.

Blythe Group will provide professional services for the design of the Public Safety Project per the standard AIA Owner/ Architect Agreement. Basic services includes, architectural, structural, mechanical, electrical, plumbing drawings and specifications to facilitate the competitive bid process. Security, FF&E, assisting/ coordinating Civil and Landscape design, and signage/ way finding are

additional services to the basic services as defined in the standard agreement. We will assist Shaw Construction with the bidding process for each of the projects. We have included fees to attend weekly construction meetings for each of the projects compared to the periodic site visits the standard agreement includes.

We will develop the Police/ 911 building in Revit 3D. Because the other projects are all existing buildings, they will be drawn in CADD 2D. Field verification of existing conditions has been included for areas that are visible. We will assist with construction issues for unforeseen conditions on the site as they are discovered within reason. 3D Drawings in Revit for the PD! 911 will be developed for architecture, structural, major mechanical equipment, and major electrical equipment.

It is important to note that a new facility costs less to design than a renovation/ addition project. It is also important to note that a Police/ 911 Facility is not just another office building and requires additional work effort for design, coordination, and construction administration.

We are providing design fees for FF&E for each facility based on previously provided budgets by our office. We do not have fees for inventory of existing furniture and are assuming it will cost more to inventory furniture, figure out where furniture will fit, figure out what modifications would have to be made to furniture to fit into new spaces, tear down furniture systems, move the furniture, and re-install the furniture than it will to space plan the furniture standards the City has approved and develop bid packages for new furniture. We will develop plans and specifications to bid the FF&E needs for each project, work with your purchasing department for bidding requirements and standards, and assist with bidding the FF&E packages. We have provided construction administration services for shop drawings, delivery, installation, and punch lists of the FF&E that gets approved by the City.

We understand the City would like a fixed fee for the scope of work listed above. Fees have been calculated as follows:

**a. New 911 / Police Facility (Const. Cost Budget- \$16,955,067 and site cost of \$1,943,979= \$18,899,046 Construction Cost)**

Basic Services Fixed Fee	\$ 1,186,854	(7%)
Site Coordination! Assistance	\$ 38,879	(2%)
Additional Services		
Building Programming	\$ 43,000	
Security —physical & electronic	\$ 78,235	
Site and Building Signage	\$ 18,054	
Furniture Fixtures & Equip. Design	<u>\$ 89,466</u>	
Additional Services Subtotal:	\$ 267,034	
<b>Total Fee</b>	<b>\$ 1,454,488</b>	<b>(7.6%)</b>

**b. Fire Station 1 Remodel (Const. Cost Budget- \$2,049,990 plus Addition cost of \$362,554= \$2,412,544))**

Basic Services Fixed Fee	\$ 193,003	(8%)
Additional Services		
Site and Building Signage	\$ 2,780	
Furniture Fixtures & Equip. Design	<u>\$ 6,322</u>	
Additional Services Subtotal:	\$ 9,102	
<b>Total Fee</b>	<b>\$ 202,105</b>	<b>(8.3%)</b>

**c. Fire Administration Renovation and Remodel (Const. Cost Budget- \$1,477,816 plus Training cost \$334,196= \$1,812,012)**

Basic Services Fixed Fee	\$ 144,960 (8%)
Additional Services	
Site and Building Signage	\$ 2,004
Furniture Fixtures & Equip. Design	<u>\$ 24,605</u>
Additional Services Subtotal:	\$ 26,609
<b>Total Fee</b>	<b>\$ 171,569 (9.4%)</b>

**d. Fire Station 2 Addition and Remodel (Const. Cost Budget- \$365,532)**

Basic Services Fixed Fee	\$ 33,044 (9%)
Additional Services	
Site and Building Signage	\$ 496
Furniture, Fixtures & Equip. Design	<u>\$-0-</u>
<b>Total Fee</b>	<b>\$ 33,540 (9.1%)</b>

**e. Police Annex Remodel (Const. Cost Budget- \$2,637,492)**

(Project scope for the Annex to be determined. Owner will authorize/ approve final scope and if Architect is to proceed beyond initial studies/ drawings developed. Fees will be reviewed and amendment made to contract for this portion of work if Owner decides to proceed.)

Concepts/ Field Work Fixed Fee	\$ 15,000
<b>Total Fee</b>	<b>\$ 15,000</b>

**Total Project Fixed Fees**

Basic Services Fixed Fee	\$ 1,555,861 (without Annex)
Additional Services	<u>\$ 305,841</u>
<b>Subtotal Project Fee</b>	<b>\$ 1,861,702</b>

Landscape Architect for Police/ 911, Fire Station #1, and Fire Administration Buildings/ sites (Ciavonne Roberts) \$12,800

Irrigation Engineer for Police/ 911, Fire Station #1, and Fire Administration Buildings/ sites (Water Engineering) \$4,000

**Total Project Fixed Fee with Landscape \$1,878,502 and Irrigation Fees**

A standard breakdown of fees as defined by the Standard AIA Owner Architect Agreement is:

a. Schematic Design	15%
b. Design Development	20%
c. Construction Documents	40%
d. Bidding and Negotiating	5%
e. Bidding and Construction Administration	20%

We do not have fees for an acoustical/ audio visual consultant or food service should the City desire these services.

We do not have fees for designing any of the 911/ Communications Center equipment. We will provide design services for power, conduits, boxes, etc. as directed by the City Staff for their design and installation of this area. We can provide fees and services for all of this area should the City desire including assistance with the hot cut over.

Reimbursable costs of travel, printing, etc. would be billed at cost plus 15%. We will invoice you monthly for the portion of the work that is complete. Payment is due within 30 days from the invoice date.

Consultants we propose to use for these projects are:

- a. Police/ 911 Project
  - Lead Architect Blythe Group - Grand Junction
  - AECOM Design Architect- Virginia
  - Structural Engineer- Lindauer- Dunn, Inc- Grand Junction
  - Mechanical Engineer- Bighorn Engineering- Grand Junction
  - Electrical Engineer- AECOM- Virginia
  - FF&E-Blythe Group- Grand Junction
- b. Fire Station #1
  - Lead Architect- Blythe Group- Grand Junction
  - Design Architect- TCA- Seattle
  - Structural Engineer- Lindauer- Dunn- Grand Junction
  - Mechanical/ Electrical Engineer- Bighorn Engineering, Grand Junction
  - FF&E- Blythe Group- Grand Junction
- c. Fire Administration
  - Architect- Blythe Group- Grand Junction
  - Structural Engineer- Lindauer- Dunn- Grand Junction
  - Mechanical/ Electrical Engineer- Bighorn Engineering- Grand Junction
  - FF&E- Blythe Group- Grand Junction
- d. Fire Station #2
  - Lead Architect- Blythe Group- Grand Junction
  - Design Architect- TCA- Seattle
  - Structural Engineer- Arches Engineering- Grand Junction
  - Mechanical Engineer- Ralston Mechanical- Grand Junction
  - Electrical Engineer- Grand Valley Engineering- Grand Junction
  - FF&E- Blythe Group- Grand Junction
- e. Police Annex at Fleet Building
  - Architect- Blythe Group- Grand Junction
  - Structural Engineer- Arches Engineering- Grand Junction
  - Mechanical Engineering- Ralston Mechanical- Grand Junction
  - Electrical Engineering- Grand Valley Engineering- Grand Junction
  - FF&E- No services required.
- f. Landscape Design- Ciavonne Roberts Associates- Grand Junction  
(Design is for Police/ 911, Fire Station #1, and Fire Administration)

Laurie Kadrich  
City Manager - City of Grand Junction  
Grand Junction Public Safety Project  
January 20, 2011  
(Revised March 14, 2011 and April 5, 2011)  
Page 7

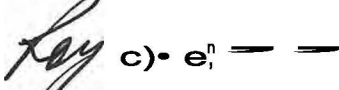
g. Irrigation Design- Water Engineering & BioResource Consultants- Grand Junction  
(Design is for Police/ 911, Fire Station #1, and Fire Administration)

At this time programming has been completed and 100% of schematic design for all the projects except the Police Annex. We have completed portions of the Annex and will need to complete more of it as the remaining schematic design for the other projects help define what budget is available for the Annex.

If this proposal is agreeable, please let us know and we will amend the AIA contract and attach this scope letter to the contract in preparation for signatures. If there are corrections or changes that need to be made, please let us know and we will revise the letter.

We look forward to working with the City on this project and want to thank you for the opportunity.

Sincerely,



R T. Blythe, AIA  
Blythe Group + co.

**EXHIBIT B**

**HOURLY RATE SCHEDULE FOR 2011**

Principal	\$165
Interior Designer/Principal	\$165
Director of Architecture	\$130
Director of Project Management	\$130
Project Manager/Inspector	\$85
Senior Project Architect	\$100
Project Architect	\$85
Intern Architect III/Job Captain	\$75
Intern Architect II	\$65
Intern Architect I	\$55
Interior Designer II	\$65
Interior Designer I	\$55
Interior Intern I	\$45
Draftsman	\$60
Accounting	\$50
Admin/Project Asst.	\$38

Reimbursable Expenses: Actual Cost plus 10%  
(car rental, fuel, reproduction, shipping, lodging, meals, etc.)

# ® Document G8O2TM 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co  
618 Rood Ave.  
Grand Junction, CO 81501  
970-242-1058

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

To revise current contract: The following adjustment shall be made to Exhibit A, page 6, paragraph 2. Reimbursable costs of travel, printing, etc. to be billed at cost plus 10%.

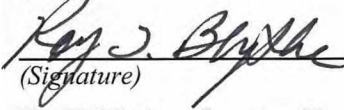
The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
As stated above..

Time:  
N/A



SUBMITTED BY:

  
(Signature)

Roy T. Blythe Secretary/Treasurer  
(Printed name and title)

4/22/11  
(Date)

AGREED TO:

  
(Signature)

(Printed name and title)

4/22/11  
(Date)

**Date: March 24, 2011**

**Contracting Party: Mr. Peter Icenogle, AIA  
Blythe Group Co.  
618 Road Avenue  
Grand Junction, CO 81501**

*To Exec*

**Project: Grand Junction Public Safety Facility  
Grand Junction, Colorado**

This is a PROPOSAL for commissioning services to be furnished by Beaudin Ganze Consulting Engineers, Inc. (BGCE) to the contracting party in accordance with the following mutually agreed conditions.

**DESCRIPTION OF SERVICES:**

Provide Commissioning Authority services for the new construction of an approximately 64,000 square foot Public Safety Facility in Grand Junction, Colorado as outlined below. The project is understood to consist of a new Police Station and associated spaces. A 14-16 month construction schedule is anticipated starting in April, 2011.

Commissioning procedures will commence upon acceptance and will terminate at the end of the Contractor's one year warranty period. Reporting of all conditions and findings will be immediate and direct to the Owner's representative (Architect in this case however that may change). Schedule is understood to be:

Cx Activities Commence: Upon Acceptance  
Construction Start: April 2011  
Construction Completion: August 2012

**FEE: \_\_\_\_\_ COMMISSIONING AUTHORITY SERVICES FOR LISTED SYSTEMS:  
\$41,625 (Forty One Thousand Six Hundred Twenty Five Dollars)**

**\_\_\_\_\_ REIMBURSABLE EXPENSE ESTIMATE: \$15,000 (Fifteen Thousand Dollars)**

**FEE BASIS:**

Contracting Party agrees to pay BGCE, Inc.'s fee as invoiced for this project based on BGCE, Inc.'s fixed fee established above and all, if any incurred, COMPLEMENTARY SERVICES, SUPPLEMENTAL SERVICES, and REIMBURSABLE EXPENSES.

**PROJECT INCLUSIONS/EXCLUSIONS SUMMARY MATRIX:**

<b>Commissioned Systems</b>	<b>Included in Proposal</b>	<b>Initial Approval</b>	<b>Review BoD as it Pertains</b>	<b>Design Review</b>	<b>Provide Cx Specs. To AE</b>	<b>Submittals</b>	<b>201 Status Meeting</b>	<b>Contractor Scoping Meeting</b>	<b>Review "Filtered RFIs"</b>	<b>Pre-Functional Checklists</b>	<b>Witness Functional Testing</b>	<b>Document Training</b>	<b>O &amp; M Manual Review</b>	<b>Provide Cx Report</b>	<b>Final Approval</b>	<b>10 Mon. War. Visit</b>
Domestic Hot Water	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		
Lighting Systems and Controls	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓
HVAC	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓
HVAC Controls	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓
Emergency Generator	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓
<b>(Optional Additional)</b>																
Audio Visual																
Faucet Sensors																
Electric Metering																
Fire Alarm																
Renewable Energy																
Fire Protection																
Information Tech.	✓							✓		✓	✓			✓		
Normal Power																
Security	✓															
Storm Water																
Telecommunication	✓															
Thermal Envelope																
Water Metering																

\* N/A — not applicable to this project.

## SCOPE OF SERVICES:

### I. Commissioning:

#### A. General

1. Integrate the systems listed in the matrix above into the commissioning process:
2. A sampling process will be used when performing the commissioning process for components of systems that are repetitive or duplicated. The sampling process and percentage will be coordinated with the owner during the planning/design phase based on system types, and will be incorporated into the commissioning plan.

#### B. Planning/Design Phase

1. Review and comment on one (1) design review of the Owner's Project Requirements (OPR), Basis of Design (BoD) and Construction Documents to include:
  - a. Confirm the commissioning related issues in the OPR are adequately addressed in the Basis of Design (BoD).
  - b. Confirm Construction Documents achieve:
    - 1) The OPR and BoD
    - 2) Coordination of Commissioned Systems
    - 3) Commissioning Facilitation
    - 4) Energy Efficiency
    - 5) Operation, Maintenance and Serviceability.
    - 6) Sustainability
    - 7) Indoor Environmental Quality
    - 8) Environmental Impacts
2. Integrate the Commissioning Specifications into the Construction Documents to include:
  - a. Operations and maintenance documentation
  - b. Systems manuals
  - c. Training requirements
  - d. Warranty review site visit
3. Incorporate the Commissioning process requirements into the Commissioning Plan
  - a. Documenting the commissioning review process
  - b. Reviewing the contractors submittals
  - c. Development of the systems manual
  - d. O&M training verification

#### C. Construction Phase

1. Issue Construction Phase Commissioning Plan
2. Conduct Commissioning scoping meeting.
3. Review Contractor Submittals and Shop Drawings
4. Issue Test Plan
5. Develop Pre-Functional Checklists (PFC's)
6. Develop Functional Performance Testing procedures (FPT's).
7. Review "Filtered" Requests for Information
8. Oversee the completion of PFCs

9. Review Test and Balance Plan
10. Perform site visits to attend meetings, review and document the following:
  - a. Equipment and System Installation Verification.
  - b. Control System point to point.
  - c. System Start-up.
  - d. Test and Balance Verification.
  - e. Completed construction checklists.
11. Create and maintain a commissioning issues log.
12. Progress reporting of completed commissioning tasks.

D. Acceptance Phase

1. Perform site visits to witness and document the following:
  - a. Functional Performance Testing of each system in the sequence of operations under central or packaged equipment control to include:
    - 1) Shutdown
    - 2) Start-up
    - 3) Capacity Modulation
    - 4) Emergency and Failure modes
    - 5) Alarms
    - 6) Interlocks with associated equipment
2. Provide a commissioning report incorporating the following:
  - a. Executive summary of the process and the results of the commissioning program to meet the OPR, BoD and construction documents to include observations, conclusions and outstanding issues.
  - b. History of system deficiencies identified and how they were resolved.
  - c. Outstanding issues and seasonal testing schedule for a later date.
  - d. System performance test results and evaluation
3. Perform post occupancy site visit ten (10) months after substantial completion to review outstanding commissioning related issues with the O&M staff and occupants. Provide an evaluation report identifying deficiencies in current building operation with recommendations for:
  - a. Operational corrections
  - b. Contractor warranty obligations
  - c. Manufacturer's warranty obligations

COMPLEMENTARY SERVICES (UPON REQUEST):

- A. Incorporate additional systems into the commissioning process:
- B. Measurement and Verification Plan
- C. Construction Photo Documentation -
- D. Videotape Owner Training.
- E. Additional Design, Specification and Submittal Reviews
- F. Preventative Maintenance Program Development

Additional Post occupancy site visits to assist in resolutions.

H.

Provide Energy Modeling of the Building.

Provide systems manual.

#### SUPPLEMENTAL SERVICES (UPON REQUEST):

SUPPLEMENTAL SERVICES may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of BGCE, and SUPPLEMENTAL SERVICES provided in accordance with this Section shall entitle BGCE to compensation and an appropriate adjustment in BGCE's schedule.

- A. Making revisions in Commissioning plan, functional testing, reports, or retesting or other documents when such revisions are:
  1. Inconsistent with approvals or instructions previously given by the Owner or Contracting Party, including revisions made necessary by any adjustments in the design or project budget;
  2. Required as a result of the Owner, Contractor, or Contracting Party's failure to render decisions in a timely manner.
- B. Providing services required because of significant changes for this part of the project including, but not limited to, changes in size, quality and complexity, Contracting Party's schedule, method of bidding or negotiating and contracting for construction work.
- C. Preparing reports and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives, other than those required as a result of negligent error or material and substantive omission by BGCE.
- D. Preparation of documentation for alternate bids or proposal requests proposed by the Owner or Contracting Party.
- E. Providing services in connection with evaluating substitutions proposed by the Owner, Contracting Party or Contractor after the award of the contract for construction and making subsequent revisions to the commissioning plan and other documentation resulting there from.
- F. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- G. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work for this part of the project.
- H. Providing consultation concerning replacement of Work resulting from fire or other causes during construction.
- I. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding.

- J. Providing financial feasibility, special studies, special surveys, site evaluations, analysis of owning and operating costs, detailed estimates of construction cost or comparative studies.
- K. Providing services relative to future facilities, systems and equipment or for planning tenant or rental spaces.
- L. Preparing a set of reproducible record drawings showing significant changes in the work for this part of the project made during construction, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- M. Providing services after issuance to the Owner of the final Certificate of Payment, or in the absence of a Final Certificate for Payment, more than 365 days after the date of substantial completion of the work for this part of the project.
- N. If more extensive representation for meetings and/or on-site than is described under Scope of Services is required.
- O. More than one return trip to the project to commission any system that is not operational and working to specification and ready for testing after the contractor submits a notification of system readiness.

#### COMPLEMENTARY SERVICES AND SUPPLEMENTAL SERVICES:

Any services requested by the Contracting Party not defined in the above Basic Scope of Services are deemed either COMPLEMENTARY SERVICES and/or SUPPLEMENTAL SERVICES and shall be invoiced in accordance with the standard hourly rates and reimbursable expenses. The 2011 standard hourly rates as follows: Principal \$175.00; Senior Associate/Project Manager \$160.00; Associate/Project Manager \$145.00; Senior Project Engineer/Senior Commissioning Agent \$130.00; Project Engineer/Commissioning Agent \$120.00; Engineer II/Commissioner II \$110.00; Engineer I/Commissioner I \$100.00; CADD Director/Designer II \$85.00; CADD IUDesigner I \$75.00; CADD Technician I \$65.00; Administrative II \$65.00; Administrative I \$55.00. The standard hourly rates are adjusted annually.

#### REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES include expenses incurred by BGCE and BGCE's consultants directly related to the project as follows:

- A. Transportation (airfare, rental car, etc), lodging, meals and other transportation related expenses;
- B. Travel time from BGCE office to job site and meeting sites charged at 75% of standard billing rates (see SUPPLEMENTAL SERVICES);
- C. Large format printing and reproductions;
- D. Postage, handling and delivery;
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- F. Printing and downloading costs incurred for milestone design and construction documents when hardcopies of documents (when only electronic document delivery occurs) are not furnished by the CONTRACTING PARTY;

REIMBURSABLE EXPENSES shall be in addition to our FEE and are to be invoiced at cost plus fifteen percent (15%). Mileage is to be charged at the current federal rate at the time of occurrence,

**NO BACK-UP FOR REIMBURSABLES**

No back-up data or copies of bills will be provided for reimbursable expenses invoiced in the normal course of business under this Agreement. Should back-up data be requested by Contracting Party, BGCE will charge an administrative fee of \$100 per monthly invoice requiring verification, plus \$1.00 per page of back-up data supplied.

#### BILLING AND PAYMENT PROVISIONS:

The Contracting Party recognizes that prompt payment of BGCE's invoices is an essential aspect of the overall consideration BGCE requires for providing service to the Contracting Party. Accordingly, the Contracting Party agrees to advise BGCE as to the preferred billing cycle, invoice format, person to whom invoices should be addressed, and such other pertinent details BGCE should observe to help the Contracting Party expedite payment.

Invoices shall be submitted by BGCE monthly and are due upon presentation and shall be considered Past Due if not paid within thirty (30) calendar days of this invoice.

If payment is not received by BGCE within sixty (60) calendar days of the invoice date, the Contracting Party shall pay as interest an additional charge of one-and-one half percent (1.5%) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

Beaudin Ganze fully expects payment in full within ninety (60) calendar days of the invoice date. If payment is not received within ninety (60) calendar days of the invoice date, BGCE may suspend services until all outstanding invoices are paid in full.

Please remit all payments to:

Beaudin Ganze Consulting Engineers, Inc.  
P. O. Box 9650  
Avon, CO 81620  
Attn: Debbie Eachus  
970.949.6108 ext 2232

#### COLLECTION COSTS

In the event legal action is taken to enforce the payment terms of this Agreement, BGCE shall be entitled to collect from the Contracting Party all fees and Reimbursable Expenses then due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Contracting Party for such collection action and, in addition, the reasonable value of BGCE's employees' time and BGCE's expense spent for such collection action, computed according to BGCE's prevailing fee schedule and expense policies.

#### DISPUTED INVOICES

If the Contracting Party objects to any portion of an invoice, the Contracting Party shall notify BGCE in writing within fifteen (15) calendar days of receipt of the invoice. The Contracting Party 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 the 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 as stated above shall be paid by the Contracting Party on all disputed invoice amounts that are subsequently resolved in BGCE's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to BGCE shall not be withheld, postponed or made contingent on the construction, completion or



success of the project or upon receipt by the Contracting Party of offsetting reimbursement or credit from other parties who may have caused SUPPLEMENTAL SERVICES or expenses. No withholdings, deductions or offsets shall be made from BGCE's compensation for any reason unless BGCE has been found to be legally liable for such amounts.

**TERMINATION:**

If the Contracting Party fails to make payment to BGCE in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by BGCE

If either party terminates the contract, the Contracting Party shall within fifteen (15) calendar days of termination pay BGCE for all services performed prior to termination, together with all REIMBURSABLE EXPENSES then due and attorneys' fees, if any.

**PROJECT RESTART FEE:**

Because of substantial costs incurred by BGCE to stop and restart a project once it is under way, should this project's progress be halted at any time for 30 or more days by the Contracting Party, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately. In addition, BGCE, Inc's., schedule and fees or the remainder of the project shall be equitably adjusted.

**SCHEDULING/COORDINATION:**

Contracting Party shall provide the necessary scheduling and coordination of its own forces, the General Contractor, Sub-Contractors, and of other project consultants or sub consultants sufficient to permit the orderly and efficient completion of BGCE's work without delay, interference, or interruption. BGCE will use reasonable efforts to meet schedules agreed to in advance by BGCE. BGCE's work shall be performed during typical five-day, forty-hour weeks (holidays excepted), without any premium time. If extended hours are required, BGCE shall be compensated for additional overhead, premium time costs, and productivity loss.

**EXTENSIONS OF TIME/ADDITIONAL COSTS:**

If BGCE is delayed in the performance of the services for any reason beyond its control, and without its fault or negligence, including delays caused in whole or in part by project Owner, General Contractor, or any other contractor, subcontractor, architect or any other persons, entities or events, BGCE shall be entitled to reasonable additional costs incurred as a result of such delay, and to a reasonable extension of time in which to complete its services.

**OWNERSHIP OF DOCUMENTS:**

Original documents, including but not limited to, drawings, field notes, specifications, and data are and remain the property of BGCE. The Contracting Party may obtain reproducible copies of the documents in accordance with SUPPLEMENTAL WORK, REIMBURSABLE EXPENSES, and FEE BASIS.

**CONTRACTING PARTY'S RESPONSIBILITIES:**

The Contracting Party shall provide available information in a timely manner regarding requirements for and limitations on the Project. On BGCE's request for the Project, the Contracting Party shall furnish to BGCE in a timely manner, hard copies of drawings and specifications. The services, information, surveys, electronic files and reports required shall be furnished at no expense to BGCE, who shall be entitled to rely upon the accuracy and completeness thereof.

The Contracting Party shall provide prompt written notice to BGCE if the Contracting party becomes aware of any fault or defect with respect to This Part of the Project including, errors, omissions or inconsistencies in BGCE's work.

The Contracting Party shall furnish to BGCE a copy of the bidding documents, negotiated proposals and Contract Documents, including Change Orders and Construction Change Directives as issued, to the extent that they pertain to This Part of the Project.

**LIMITS OF LIABILITY:**

Contracting Party and BGCE have discussed their rewards and benefits of the project and the RP's total fee for services. The risks have been allocated such that the Contracting Party agrees that to the fullest extent permitted by law, BGCE's and their consultants' total liability to Contracting Party for any and all injuries, claim, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000. Such causes include but are not limited to BGCE's negligence, error, omissions, strict liability, and breach of contract or breach of warranty.

**JOBSITE SAFETY:**

Neither the professional activities of BGCE nor the presence of BGCE's personnel and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. BGCE's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contracting Party agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the General Contractor.

**STANDARD OF CARE:**

Services provided by the Commissioning Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**DISPUTE RESOLUTION/NON-BINDING MEDIATION:**

It is understood and agreed that, in the event any dispute, controversy or conflict arises in connection with the design and construction of the project, the parties hereto will cooperate in good faith, and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable to reach agreement themselves, the parties shall mutually select an independent mediator and engage in mediation to assist in a further effort to resolve the dispute. Costs of mediation shall be shared equally between the parties, unless mutually agreed otherwise at the time the mediator is engaged.

**OPINIONS OF PROBABLE COST:**

In providing opinions of probable cost, the Contracting Party understands that BGCE does not have control over costs of labor, equipment or materials used in construction. Any opinions of probable costs provided by BGCE hereunder will be made on the basis of BGCE's knowledge and experience, and BGCE makes no warranty, expressed or implied, to anyone as to the accuracy of such opinions for any use or purpose.

**ASSIGNMENT OF CONTRACT:**

The Contracting Party and BGCE respectively, bind themselves, their successors, permitted assigns and legal representatives to this Agreement. Neither Contracting Party nor BGCE shall assign this Agreement without the prior written consent of the other.

**ACCEPTANCE:**

Time is of the essence with respect to this Agreement. This Agreement is conditioned upon BGCE receiving written acceptance by Contracting Party of all the terms and conditions of this Agreement on or before fifteen days from the date this Agreement was signed by BGCE. This Agreement shall be deemed withdrawn if written acceptance is not received within said fifteen-day period. Notwithstanding anything to the contrary, any work performed by BGCE prior to the execution of this Agreement by Contracting Party shall be subject to the terms and conditions of this Agreement.

This AGREEMENT, which represents the entire mutual agreement between BGCE and the undersigned Contracting Party, supersedes all prior negotiations, representations or agreements written or oral prior to execution date of the Contracting Party below.

Please execute and return one copy to BGCE as authorization to begin services.

BEAUDIN GANZE  
CONSULTING ENGINEERS, IN

CONTRACTING ARTY  
Signed

_____	By: _____
Name: Brad Stayer	Name: <u>l/cjeyf1/1</u>
Title: Associate	Title: <u>//r.r. 11/1</u>
Date: March 22, 2011	Date: <u>S//k</u>



Date: March 24, 2011

Contracting Party: **Mr. Peter Icenogle, AIA  
Blythe Group Co.  
618 Road Avenue  
Grand Junction, CO 81501**

*Exc*

**Project: Grand Junction Public Safety Facility  
Grand Junction, Colorado**

This is a PROPOSAL for commissioning services to be furnished by Beaudin Ganze Consulting Engineers, Inc. (BGCE) to the contracting party in accordance with the following mutually agreed conditions.

**DESCRIPTION OF SERVICES:**

Provide Commissioning Authority services for the new construction of an approximately 64,000 square foot Public Safety Facility in Grand Junction, Colorado as outlined below. The project is understood to consist of a new Police Station and associated spaces. A 14-16 month construction schedule is anticipated starting in April, 2011.

Commissioning procedures will commence upon acceptance and will terminate at the end of the Contractor's one year warranty period. Reporting of all conditions and findings will be immediate and direct to the Owner's representative (Architect in this case however that may change). Schedule is understood to be:

Cx Activities Commence: Upon Acceptance  
Construction Start: April 2011  
Construction Completion: August 2012

**FEE: \_\_\_\_\_ COMMISSIONING AUTHORITY SERVICES FOR LISTED SYSTEMS:  
\$41,625 (Forty One Thousand Six Hundred Twenty Five Dollars)**

**\_\_\_\_\_ REIMBURSABLE EXPENSE ESTIMATE: \$15,000 (Fifteen Thousand Dollars)**

**FEE BASIS:**

Contracting Party agrees to pay BGCE, Inc.'s fee as invoiced for this project based on BGCE, Inc.'s fixed fee established above and all, if any incurred, COMPLEMENTARY SERVICES, SUPPLEMENTAL SERVICES, and REIMBURSABLE EXPENSES.

PROJECT INCLUSIONS/EXCLUSIONS SUMMARY MATRIX:

Commissioned Systems	Included in Proposal	Review OPR as it Pertains	Review BoD as it Pertains	Design Review	Provide Cx Specs. To AE	submittal review	Maintain Issues Log	Contractor Scoping Meeting	Review "Filtered RFIs"	Witness Functional Testing	Document Training	O & M Manual Review	Provide Cx Report	Provide Systems Manual	10 Mon. War. Visit
Domestic Hot Water	✓	/	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓
Lighting Systems and Controls	✓	✓	✓	✓	✓		/	✓	✓	✓	✓	✓	✓		✓
HVAC	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓
HVAC Controls	✓	✓	✓	✓	✓		/	✓	✓	✓	✓	✓	✓		✓
Emergency Generator	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓
(Optional Additional)															
Audio Visual															
Faucet Sensors															
Electric Metering															
Fire Alarm															
Renewable Energy															
Fire Protection															
Information Tech.	/							#		✓			i,"		
Normal Power															
Security															
Storm Water															
Telecommunication	✓														
Thermal Envelope															
Water Metering															

\* N/A — not applicable to this project.

## SCOPE OF SERVICES:

### I. Commissioning:

#### A. General

1. Integrate the systems listed in the matrix above into the commissioning process:
2. A sampling process will be used when performing the commissioning process for components of systems that are repetitive or duplicated. The sampling process and percentage will be coordinated with the owner during the planning/design phase based on system types, and will be incorporated into the commissioning plan.

#### B. Planning/Design Phase

1. Review and comment on one (1) design review of the Owner's Project Requirements (OPR), Basis of Design (BoD) and Construction Documents to include:
  - a. Confirm the commissioning related issues in the OPR are adequately addressed in the Basis of Design (BoD).
  - b. Confirm Construction Documents achieve:
    - 1) The OPR and BoD
    - 2) Coordination of Commissioned Systems
    - 3) Commissioning Facilitation
    - 4) Energy Efficiency
    - 5) Operation, Maintenance and Serviceability.
    - 6) Sustainability
    - 7) Indoor Environmental Quality
    - 8) Environmental Impacts
2. Integrate the Commissioning Specifications into the Construction Documents to include:
  - a. Operations and maintenance documentation
  - b. Systems manuals
  - c. Training requirements
  - d. Warranty review site visit
3. Incorporate the Commissioning process requirements into the Commissioning Plan
  - a. Documenting the commissioning review process
  - b. Reviewing the contractors submittals
  - c. Development of the systems manual
  - d. O&M training verification

#### C. Construction Phase

1. Issue Construction Phase Commissioning Plan
2. Conduct Commissioning scoping meeting.
3. Review Contractor Submittals and Shop Drawings
4. Issue Test Plan
5. Develop Pre-Functional Checklists (PFC's)
6. Develop Functional Performance Testing procedures (FPT's).
7. Review "Filtered" Requests for Information
8. Oversee the completion of PFCs

- 9, Review Test and Balance Plan
10. Perform site visits to attend meetings, review and document the following:
  - a. Equipment and System Installation Verification.
  - b. Control System point to point.
  - c. System Start-up.
  - d. Test and Balance Verification.
  - e. Completed construction checklists.
11. Create and maintain a commissioning issues log.
12. Progress reporting of completed commissioning tasks.

D. Acceptance Phase

1. Perform site visits to witness and document the following:
  - a. Functional Performance Testing of each system in the sequence of operations under central or packaged equipment control to include:
    - 1) Shutdown
    - 2) Start-up
    - 3) Capacity Modulation
    - 4) Emergency and Failure modes
    - 5) Alarms
    - 6) Interlocks with associated equipment
2. Provide a commissioning report incorporating the following:
  - a. Executive summary of the process and the results of the commissioning program to meet the OPR, BoD and construction documents to include observations, conclusions and outstanding issues.
  - b. History of system deficiencies identified and how they were resolved.
  - c. Outstanding issues and seasonal testing schedule for a later date.
  - d. System performance test results and evaluation
3. Perform post occupancy site visit ten (10) months after substantial completion to review outstanding commissioning related issues with the O&M staff and occupants. Provide an evaluation report identifying deficiencies in current building operation with recommendations for:
  - a. Operational corrections
  - b. Contractor warranty obligations
  - c. Manufacturer's warranty obligations

COMPLEMENTARY SERVICES (UPON REQUEST):

- A. Incorporate additional systems into the commissioning process:
- B. Measurement and Verification Plan
- C. Construction Photo Documentation
- D. Videotape Owner Training
- E. Additional Design, Specification and Submittal Reviews
- F. Preventative Maintenance Program Development

Additional Post occupancy site visits to assist in resolutions.

H.

Provide Energy Modeling of the Building.

Provide systems manual.

#### SUPPLEMENTAL SERVICES (UPON REQUEST):

SUPPLEMENTAL SERVICES may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of BGCE, and SUPPLEMENTAL SERVICES provided in accordance with this Section shall entitle BGCE to compensation and an appropriate adjustment in BGCE's schedule.

- A. Making revisions in Commissioning plan, functional testing, reports, or retesting or other documents when such revisions are:
  1. Inconsistent with approvals or instructions previously given by the Owner or Contracting Party, including revisions made necessary by any adjustments in the design or project budget;
  2. Required as a result of the Owner, Contractor, or Contracting Party's failure to render decisions in a timely manner.
- B. Providing services required because of significant changes for this part of the project including, but not limited to, changes in size, quality and complexity, Contracting Party's schedule, method of bidding or negotiating and contracting for construction work.
- C. Preparing reports and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives, other than those required as a result of negligent error or material and substantive omission by BGCE.
- D. Preparation of documentation for alternate bids or proposal requests proposed by the Owner or Contracting Party.
- E. Providing services in connection with evaluating substitutions proposed by the Owner, Contracting Party or Contractor after the award of the contract for construction and making subsequent revisions to the commissioning plan and other documentation resulting there from.
- F. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- G. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work for this part of the project.
- H. Providing consultation concerning replacement of Work resulting from fire or other causes during construction.
- I. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding.



- J. Providing financial feasibility, special studies, special surveys, site evaluations, analysis of owning and operating costs, detailed estimates of construction cost or comparative studies.
- K. Providing services relative to future facilities, systems and equipment or for planning tenant or rental spaces.
- L. Preparing a set of reproducible record drawings showing significant changes in the work for this part of the project made during construction, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- M. Providing services after issuance to the Owner of the final Certificate of Payment, or in the absence of a Final Certificate for Payment, more than 365 days after the date of substantial completion of the work for this part of the project.
- N. If more extensive representation for meetings and/or on-site than is described under Scope of Services is required.
- O. More than one return trip to the project to commission any system that is not operational and working to specification and ready for testing after the contractor submits a notification of system readiness.

**COMPLEMENTARY SERVICES AND SUPPLEMENTAL SERVICES:**

Any services requested by the Contracting Party not defined in the above Basic Scope of Services are deemed either COMPLEMENTARY SERVICES and/or SUPPLEMENTAL SERVICES and shall be invoiced in accordance with the standard hourly rates and reimbursable expenses. The 2011 standard hourly rates as follows: Principal \$175.00; Senior Associate/Project Manager \$160.00; Associate/Project Manager \$145.00; Senior Project Engineer/Senior Commissioning Agent \$130.00; Project Engineer/Commissioning Agent \$120.00; Engineer II/Commissioner II \$110.00; Engineer I/Commissioner I \$100.00; CADD Director/Designer II \$85.00; CADD II/Designer I \$75.00; CADD Technician I \$65.00; Administrative II \$65.00; Administrative I \$55.00. The standard hourly rates are adjusted annually.

**REIMBURSABLE EXPENSES**

REIMBURSABLE EXPENSES include expenses incurred by BGCE and BGCE's consultants directly related to the project as follows:

- A. Transportation (airfare, rental car, etc), lodging, meals and other transportation related expenses;
- B. Travel time from BGCE office to job site and meeting sites charged at 75% of standard billing rates (see SUPPLEMENTAL SERVICES);
- C. Large format printing and reproductions;
- D. Postage, handling and delivery;
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- F. Printing and downloading costs incurred for milestone design and construction documents when hardcopies of documents (when only electronic document delivery occurs) are not furnished by the CONTRACTING PARTY;

REIMBURSABLE EXPENSES shall be in addition to our FEE and are to be invoiced at cost plus fifteen percent (15%). Mileage is to be charged at the current federal rate at the time of occurrence.

**NO BACK-UP FOR REIMBURSABLES**

No back-up data or copies of bills will be provided for reimbursable expenses invoiced in the normal course of business under this Agreement. Should back-up data be requested by Contracting Party, BGCE will charge an administrative fee of \$100 per monthly invoice requiring verification, plus \$1.00 per page of back-up data supplied.

#### BILLING AND PAYMENT PROVISIONS:

The Contracting Party recognizes that prompt payment of BGCE's invoices is an essential aspect of the overall consideration BGCE requires for providing service to the Contracting Party. Accordingly, the Contracting Party agrees to advise BGCE as to the preferred billing cycle, invoice format, person to whom invoices should be addressed, and such other pertinent details BGCE should observe to help the Contracting Party expedite payment.

Invoices shall be submitted by BGCE monthly and are due upon presentation and shall be considered Past Due if not paid within thirty (30) calendar days of this invoice.

If payment is not received by BGCE within sixty (60) calendar days of the invoice date, the Contracting Party shall pay as interest an additional charge of one-and-one half percent (1.5%) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

Beaudin Ganze fully expects payment in full within ninety (60) calendar days of the invoice date. If payment is not received within ninety (60) calendar days of the invoice date, BGCE may suspend services until all outstanding invoices are paid in full,

Please remit all payments to:

Beaudin Ganze Consulting Engineers, Inc.  
P. O. Box 9650  
Avon, CO 81620  
Attn: Debbie Eachus  
970.949.6108 ext 2232

#### COLLECTION COSTS

In the event legal action is taken to enforce the payment terms of this Agreement, BGCE shall be entitled to collect from the Contracting Party all fees and Reimbursable Expenses then due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Contracting Party for such collection action and, in addition, the reasonable value of BGCE's employees' time and BGCE's expense spent for such collection action, computed according to BGCE's prevailing fee schedule and expense policies.

#### DISPUTED INVOICES

If the Contracting Party objects to any portion of an invoice, the Contracting Party shall notify BGCE in writing within fifteen (15) calendar days of receipt of the invoice. The Contracting Party 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 the 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 as stated above shall be paid by the Contracting Party on all disputed invoice amounts that are subsequently resolved in BGCE's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to BGCE shall not be withheld, postponed or made contingent on the construction, completion or

success of the project or upon receipt by the Contracting Party of offsetting reimbursement or credit from other parties who may have caused SUPPLEMENTAL SERVICES or expenses. No withholdings, deductions or offsets shall be made from BGCE's compensation for any reason unless BGCE has been found to be legally liable for such amounts.

**TERMINATION:**

If the Contracting Party fails to make payment to BGCE in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by BGCE

If either party terminates the contract, the Contracting Party shall within fifteen (15) calendar days of termination pay BGCE for all services performed prior to termination, together with all REIMBURSABLE EXPENSES then due and attorneys' fees, if any.

**PROJECT RESTART FEE:**

Because of substantial costs incurred by BGCE to stop and restart a project once it is under way, should this project's progress be halted at any time for 30 or more days by the Contracting Party, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately. In addition, BGCE, Inc's., schedule and fees or the remainder of the project shall be equitably adjusted.

**SCHEDULING/COORDINATION:**

Contracting Party shall provide the necessary scheduling and coordination of its own forces, the General Contractor, Sub-Contractors, and of other project consultants or sub consultants sufficient to permit the orderly and efficient completion of BGCE's work without delay, interference, or interruption. BGCE will use reasonable efforts to meet schedules agreed to in advance by BGCE. BGCE's work shall be performed during typical five-day, forty-hour weeks (holidays excepted), without any premium time. If extended hours are required, BGCE shall be compensated for additional overhead, premium time costs, and productivity loss.

**EXTENSIONS OF TIME/ADDITIONAL COSTS:**

If BGCE is delayed in the performance of the services for any reason beyond its control, and without its fault or negligence, including delays caused in whole or in part by project Owner, General Contractor, or any other contractor, subcontractor, architect or any other persons, entities or events, BGCE shall be entitled to reasonable additional costs incurred as a result of such delay, and to a reasonable extension of time in which to complete its services.

**OWNERSHIP OF DOCUMENTS:**

Original documents, including but not limited to, drawings, field notes, specifications, and data are and remain the property of BGCE. The Contracting Party may obtain reproducible copies of the documents in accordance with SUPPLEMENTAL WORK, REIMBURSABLE EXPENSES, and FEE BASIS.

**CONTRACTING PARTY'S RESPONSIBILITIES:**

The Contracting Party shall provide available information in a timely manner regarding requirements for and limitations on the Project. On BGCE's request for the Project, the Contracting Party shall furnish to BGCE in a timely manner, hard copies of drawings and specifications. The services, information, surveys, electronic files and reports required shall be furnished at no expense to BGCE, who shall be entitled to rely upon the accuracy and completeness thereof

The Contracting Party shall provide prompt written notice to BGCE if the Contracting party becomes aware of any fault or defect with respect to This Part of the Project including, errors, omissions or inconsistencies in BGCE's work.

The Contracting Party shall furnish to BGCE a copy of the bidding documents, negotiated proposals and Contract Documents, including Change Orders and Construction Change Directives as issued, to the extent that they pertain to This Part of the Project.

**LIMITS OF LIABILITY:**

Contracting Party and BGCE have discussed their rewards and benefits of the project and BGCE's total fee for services. The risks have been allocated such that the Contracting Party agrees that to the fullest extent permitted by law, BGCE's and their consultants' total liability to Contracting Party for any and all injuries, claim, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000. Such causes include but are not limited to BGCE's negligence, error, omissions, strict liability, and breach of contract or breach of warranty.

**JOBSITE SAFETY:**

Neither the professional activities of BGCE nor the presence of BGCE's personnel and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. BGCE's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contracting Party agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the General Contractor.

**STANDARD OF CARE:**

Services provided by the Commissioning Professional under this Agreement will be performed in a Manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**DISPUTE RESOLUTION/NON-BINDING MEDIATION:**

It is understood and agreed that, in the event any dispute, controversy or conflict arises in connection with the design and construction of the project, the parties hereto will cooperate in good faith, and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable to reach agreement themselves, the parties shall mutually select an independent mediator and engage in mediation to assist in a further effort to resolve the dispute. Costs of mediation shall be shared equally between the parties, unless mutually agreed otherwise at the time the mediator is engaged.

**OPINIONS OF PROBABLE COST:**

In providing opinions of probable cost, the Contracting Party understands that BGCE does not have control over costs of labor, equipment or materials used in construction. Any opinions of probable costs provided by BGCE hereunder will be made on the basis of BGCE's knowledge and experience, and BGCE makes no warranty, expressed or implied, to anyone as to the accuracy of such opinions for any use or purpose.

**ASSIGNMENT OF CONTRACT:**

The Contracting Party and BGCE respectively, bind themselves, their successors, permitted assigns and legal representatives to this Agreement. Neither Contracting Party nor BGCE shall assign this Agreement without the prior written consent of the other.

**ACCEPTANCE:**

Time is of the essence with respect to this Agreement. This Agreement is conditioned upon BGCE receiving written acceptance by Contracting Party of all the terms and conditions of this Agreement on or before fifteen days from the date this Agreement was signed by BGCE. This Agreement shall be deemed withdrawn if written acceptance is not received within said fifteen-day period. Notwithstanding anything to the contrary, any work performed by BGCE prior to the execution of this Agreement by Contracting Party shall be subject to the terms and conditions of this Agreement.

This AGREEMENT, which represents the entire mutual agreement between BGCE and the undersigned Contracting Party, supersedes all prior negotiations, representations or agreements written or oral prior to execution date of the Contracting Party below.

Please execute and return one copy to BGCE as authorization to begin services.

BEAUDIN GANZE  
CONSULTING ENGINEERS, IN

CONTRACTING PARTY

Signed

B : /Th\_

By: 

Name: Brad Stayer

Name: 

Title: Associate

Title: 

Date: March 22, 2011

Date: 

November 3, 2011  
November 22, 2011

**Contracting Party:** Mr. Jay Valentine  
Assistant Financial Operation Manager  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE:** Grand Junction Public Safety Facility  
BGCE Project # 9061.00

Dear Jay:

Per our recent conversations with Jim Finlayson, Information Services Manager, and based on information gained regarding COPS at our scoping meeting, additional commissioning services have been requested of Beaudin Ganze Consulting Engineers, Inc. (BGCE). The extents of the COPS or Designated Critical Operations Area (DCOA) are the areas as discussed in email correspondence with Jim Finlayson. With your approval, the following scope modifications and scope items will be made to BGCE's contract:

#### I. Scope Modifications

The services are inclusive of the commissioning systems matrix and the commissioning process as noted in the base contract. **Refer to attached base contract for reference.** Additional site visits and functional testing time has been accounted for in the listed fee. Additional reimbursable expenses have been estimated and are listed as a separate line item.

BGCE's commissioning scope is not intended to duplicate or relieve the contracting team's responsibility from fulfilling specified requirements for testing. BGCE's commissioning scope includes witnessing and compiling of said documentation to review and confirm compliance.

#### 1. Security Systems Commissioning Services


- a. Access control stations (2 total)
- b. Card Readers (46 total)
- c. Gate Controllers with door monitors and loop detectors (12 total)
- d. Exterior parking (Pedestal, camera, card reader and intercom) (3 total)
- e. Controlled door and/or monitored contacts (68 total)
- f. NVR Stations (8 total)
- g. Initiation switches (2 total)
- h. Interview MIC's (10 total)
- i. CCTV (51 total)
- j. Panic buttons
- k. Activation buttons

#### 2. COPS Systems Commissioning Services

- a. Normal power distribution system
  - i. Main distribution panels
  - ii. Panel boards
  - iii. Witness acceptance testing per specifications for distribution gear, panel boards and cables and related components.
- b. Emergency power distribution system
  - i. Emergency Generator (included in base fee)
  - ii. Automatic transfer switches
  - iii. Witness connected load test
  - iv. Witness acceptance testing per specifications for distribution gear, panel boards and

Mr. Jay Valentine  
City of Grand Junction  
November 3, 2011  
Page - 2

- cables and related components.
- v. UPS system
- c. Normal and Emergency power Grounding Systems
  - i. Witness acceptance testing per specifications for distribution gear, panel boards and cables and related components.

FEE:  SECURITY SYSTEMS COMMISSIONING AUTHORITY SERVICES: \$15,000 (Fifte Thousand Dollars) with an estimated \$3,200 (Three Thousand Two Hundred Dollars) in reimbursable expenses.

\_\_\_\_\_ COPS SYSTEMS COMMISSIONING AUTHORITY SERVICES: \$11,200 (Eleven Thousand Two Hundred Dollars) with an estimated \$2,300 (Two Thousand Three Hundred Dollars) in reimbursable expenses.

If both Security Systems and COPS Systems commissioning services are selected the additional fee for this work will be \$22,825 (Twenty Two Thousand Eight Hundred Twenty Five Dollars) with an estimated \$4,800 (Four Thousand Four Hundred Dollars) in additional expenses. This work will be billed on a fixed fee basis at our current hourly and reimbursable expense rates, per the project contract.

This work will be invoiced as "GJPSF Security and Cops System Commissioning" as a point number to the base project number 9061.00.

We will proceed with these modifications upon receipt of your written approval.

If you have any questions, please call.

Sincerely,



Brad Stayer PE, LEED AP  
Associate

Acceptance:

I hereby authorize Beaudin Ganze Consulting Engineers, Inc. to proceed with above scope modifications as follows:

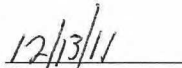
- Approved. Please proceed with scope modifications indicated above.
- Not approved. Do not proceed with scope modifications indicated above.
- Approved with Changes. Proceed with scope modifications indicated above, but with changes as indicated here:

Mr. Jay Valentine  
City of Grand Junction  
November 3, 2011  
Page - 3



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Authorized Signature



---

Date



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# IA Document G802TM 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 002

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

BETWEEN the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501  
970-242-1058

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
Z to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for following design changes:  
1. Reconfigure Victim Assistance Program (VAP) area.  
2. Reconfigure Lab areas.  
3. Reconfigure Investigations Interview rooms.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$5661.00 (see attached fee spreadsheet dated 06/24/11).

Time:  
Increase in schedule of 7 calendar days: Change 'For Construction' package date to 07/26/11 in lieu of 07/19/11.

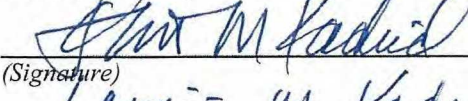
SUBMITTED BY:



Roy J. Blythe, Secretary / Treasurer  
(Printed name and title)

(D e) 111

AGREED TO:



Laurie M. Kadrich  
(Printed name and title)

6-  
(Date)

Grand Junction Public Safety Facilities Additional Fee Summary

Project No. 1031-1

Date: 06/24/11

Consultant	Blythe Group	City of Grand Junction	Clayunoe-Roberts and Associates	Lmdauer-Dunn, Inc,	Bighorn Consulting Engineers	AECOM Electrical	AECOM Security Electronics	Fee Subtotal	Blythe Group Management	Design Subtotal	Expenses	Total Cost
										10%		
<b>Additional Scope</b>												
1. Reconfigure VAP	\$ 475	\$ -	\$ -	5	5	240	\$ 923	5 317	5 1,955	5 195	5 2,150	5 2,150
2. Reconfigure Lab area	\$ 615	\$ -	5	-	\$ -	240	\$ 1,094	5 128	5 2,077	5 208	5 2,285	\$ 2,285
3. Reconfigure Investigations Interview rooms	\$ 225	\$ -	5	-	5	160	5 729	5	5 1,114	5 111	5 1,226	5 1,226
	\$ -	5	5	-	5	-	5 -	5	5	5	5	5
	5	5	-	5	-	5	-	5	5	5	5	5
	5	5	-	5	-	5	-	5	5	5	5	5
<b>Totals</b>	5 1,315	5 -	\$ 5	5	5	640	\$ 2,746	5 445	5 5,146	5 515	5 5,661	5 5,661
											<b>Grand Total:</b>	\$ 5,661
<b>Estimated Hours:</b>	<b>I.D. / Principal</b>	<b>Project Arch.</b>	<b>Arch. Intern</b>	<b>Mech. Eng.</b>	<b>Senior Elec. Eng.</b>	<b>Elec. Eng.</b>	<b>Elec. CAD Tech.</b>	<b>Security Elec. Eng.</b>	<b>AECOM P.M.</b>			
1. Reconfigure VAP	1	3	1	3	2	3	3	1	1			
2. Reconfigure lab area	1	4	2	3	3	3	3	1	0			
3. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0			
	0	0	0	0	0	0	0	0	0			
	0	0	0	0	0	0	0	0	0			
	0	0	0	0	0	0	0	0	0			

Hourly Rates (per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94



**AIA**<sup>®</sup>

# Document G802TM 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 003

**TO:** City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction CO, 81501  
Telephone: 970-242-1058

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 [E] to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for the following added scope:  
1. Add an AV/Acoustical consultant to project team.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$17,622 (see attached fee spreadsheet dated 07/12/11 ).

Time:  
To Be Determined

**SUBMITTED BY:**

AGRE

*(Signature)*

*(Signature)*

Roy W. Blythe, Secretary/Treasurer

Laurie M. Kadrich, Grand Junction City Manager

*(Printed name and title)*

*(Printed name and title)*

*(Date)*

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' // // // '

*(Date)*

Grand Junction Public Safety Facilities Additional Fee Summary

Project No. 1031-1

Date: 07/12/11

Additional Scope	Consultant					AECOM Electrical	AECOM Security Electronics	Geller and Associates	Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved
	Blythe Group	City of Grand Junction	Clavonne Roberts and Associates	Lindauer-Dunn, Inc.	Bighorn Consulting Engineers										
Amendment 02										10%					
1. Reconfigure VAP	\$ 475	\$ 5	\$ -	\$ -	\$ 240	\$ 923	\$ 317	\$ 1,955	\$ 195	\$ 2,150	-	\$ 2,150		06/30/11	
2. Reconfigure Lab area	\$ 615	\$ 5	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ 2,077	\$ 208	\$ 2,285	-	\$ 2,285		06/30/11	
3. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ 1,114	\$ 111	\$ 1,226		\$ 1,226		06/30/11	
Total for Amendment 02														\$ 5,661	
Amendment 03															
4. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 1,602	\$ 17,622		\$ 17,622			
Total for Amendment 03														\$ 17,622	
Totals														\$ 23,283	
														\$ -	
Grand Total:														\$ 23,283	
Estimated Hours:	I.D. / Principal	Project Arch.	Arch. Intern	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.					
1. Reconfigure VAP	1	3	1	3	2	3	3	0	1	1					
2. Reconfigure Lab area	1	4	2	3	3	3	3	0	1	0					
3. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0	0					
4. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0					

Hourly Rates per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00

Hourly rates N/A for this portion: lump sum proposal



# AIA Document G802 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 004

**TO:** City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction CO, 81501  
Telephone: 970-242-1058

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for the following added scope:  
1. Perform additional energy modeling to facilitate energy efficiency rebates from Xcel Energy.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$1650 (see attached fee spreadsheet dated 07/19/11)

Time:  
Unchanged.

SUBMITTED BY:

  
(Signature)

Roy T. Blythe, Secretary/Treasurer  
(Printed name and title)

8/4/11  
(Date)

AGREED TO:

  
(Signature)

Laurie M. Kadrach, Grand Junction City Manager  
(Printed name and title)

8/8/11  
(Date)





# AIA Document G802TM 2007

## **Amendment to the Professional Services Agreement**

Amendment Number: 005

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction, CO 81501

for the, Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
Z to proceed with Additional Services.  
⇒ to incur additional Reimbursable Expenses.

As follows:

Request additional services for the following added scope:

1. Work performed by Landscape Architect during the site design charrette process including preparation of design concepts and facilitation of design process meetings.

The following adjustments shall be made to compensation and time.

*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$2990 (see attached fee spreadsheet dated 08/04/11)

Time:  
Unchanged.

SUBMITTED BY:

  
(Signature)

Roy J. Blythe, Secret / Treasurer  
(Printed name and title)

1/11  
(Date)

AGREA,

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

Laurie M. Kadrach, Grand Junction City Manager  
(Printed name and title)

1/11  
(Date)

Grand Junction Public Safety Facilities Additional Fee Summary  
 Project No. 1031-1  
 Date: 08/04/11

Additional Scope	Consultant									Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved				
	Blythe Group	City of Grand Junction	Cavonne-Roberts and Associates	Lindauer-Dunn, Inc.	Bighorn Consulting Engineers	AECOM Electrical	AECOM Security Electronics	Geller and Associates												
<b>Amendment 02</b>																				
1. Reconfigure VAP	\$ 475	\$ 5	\$ 5	\$ -	\$ 240	\$ 923	\$ 317	\$ -	\$ -	\$ 1,955	\$ 195	\$ 2,150	\$ 2,150			06/30/11				
2. Reconfigure Lab area	\$ 615	\$ 5	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ -	\$ -	\$ 2,077	\$ 208	\$ 2,285	\$ 2,285			06/30/11				
3. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ -	\$ -	\$ 1,114	\$ 111	\$ 1,226	\$ 1,226			06/30/11				
Total for Amendment 02															\$ 5,661					
<b>Amendment 03</b>																				
4. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ 17,622			07/20/11				
Total for Amendment 03															\$ 17,622					
<b>Amendment 04</b>																				
5. Additional energy modeling for Xcel rebates	\$ -	\$ -	\$ 5	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 1,650	\$ 1,650							
Total for Amendment 04															\$ 1,650					
<b>Amendment 05</b>																				
6. Additional services for Landscape Architect	\$ -	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ 2,990	\$ 2,990							
Total for Amendment 05															\$ 2,990					
<b>Totals</b>															\$ 25,656	\$ 2,267	\$ 27,923	\$ 27,923		
																	Grand Total:	\$ 27,923		
<b>Estimated Hours:</b>																				
	I.D. / Principal	Project Arch.	Arch. Intern	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.										
1. Reconfigure VAP	1	3	1	3	2	3	3	0	1	1										
2. Reconfigure Lab area	1	4	2	3	3	3	3	0	1	0										
3. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0	0										
4. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0										
5. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0										
6. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0										

Hourly Rates (per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00

\* Hourly rates N/A for this portion. Lump sum proposal

 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 006

**TO:** City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction, CO 81501

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

Request additional services for adding the following scope:

1. Attendance at additional OAC (Owner/Architect/Contractor) meetings. This adds attendance at nine (9) meetings during the course of the Construction phase. This is in addition to OAC meetings already in the Contract.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$3366 (see attached fee spreadsheet dated 10/31/11)

Time:  
Unchanged.

SUBMITTED BY:

Roy T. Blythe  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

11/14/11  
(Date)

AGREED TO:

Laurie M. Kadrich  
(Signature)

Laurie M. Kadrich, Grand Junction City Manager  
(Printed name and title)

11/14/11  
(Date)

Grand Junction Public Safety Facilities Additional Fee Summary  
 Project No. 1031-1  
 Date: 10/31/11

Additional Scope	Consultant									Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved
	Blythe Group	City of Grand Junction	Clavonne-Roberts and Associates	Lindauer-Dunn, Inc.	Bighorn Consulting Engineers	AECOM Electrical	AECOM Security Electronics	Geller and Associates								
<b>Amendment 01</b>											10%					
1. Adjust reimbursable markup listed in Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total for Amendment 01</b>															\$ -	
<b>Amendment 02</b>																
2. Reconfigure VAP	\$ 475	\$ -	\$ -	\$ -	\$ 240	\$ 923	\$ 317	\$ -	\$ -	\$ 1,955	\$ 195	\$ 2,150	\$ -	\$ 2,150		06/30/11
3. Reconfigure Lab area	\$ 615	\$ -	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ -	\$ -	\$ 2,077	\$ 208	\$ 2,285	\$ -	\$ 2,285		06/30/11
4. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ -	\$ -	\$ 1,114	\$ 111	\$ 1,226	\$ -	\$ 1,226		06/30/11
<b>Total for Amendment 02</b>															\$ 5,661	
<b>Amendment 03</b>																
5. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ -	\$ 17,622		07/20/11
<b>Total for Amendment 03</b>															\$ 17,622	
<b>Amendment 04</b>																
6. Additional energy modeling for Xcel rebates	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 1,650	\$ -	\$ 1,650		08/08/11
<b>Total for Amendment 04</b>															\$ 1,650	
<b>Amendment 05</b>																
7. Additional services for Landscape Architect	\$ -	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ 2,990	\$ -	\$ 2,990		08/11/11
<b>Total for Amendment 05</b>															\$ 2,990	
<b>Amendment 06</b>																
8. OAC meetings (assumes 9 add. Mtgs, end in June)	\$ 3,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,060	\$ 306	\$ 3,366	\$ -	\$ 3,366		
<b>Total for Amendment 06</b>															\$ 3,366	
<b>Totals</b>	\$ 4,375	\$ -	\$ 2,990	\$ -	\$ 2,140	\$ 2,746	\$ 445	\$ 16,020	\$ -	\$ 28,716	\$ 2,573	\$ 31,289	\$ -	\$ 31,289		
															<b>Grand Total: \$ 31,289</b>	

Estimated Hours:	I.D. / Principal	Project Arch.	Arch. Intern I	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.	Arch. Intern II
1. Adjust reimbursable markup listed in Contract	0	0	0	0	0	0	0	0	0	0	0
2. Reconfigure VAP	1	3	1	3	2	3	3	0	1	1	0
3. Reconfigure Lab area	1	4	2	3	3	3	3	0	1	0	0
4. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0	0	0
5. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0	0
6. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0	0
7. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0	0
8. OAC meetings (assumes 9 add. Mtgs, end in June)	0	36	0	0	0	0	0	0	0	0	0

**Hourly Rates (per Contract):**

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern III / Job Captain	\$75.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00

\* Hourly rates N/A for this portion: lump sum proposal







 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 006

**TO:** City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction, CO 81501

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

Request additional services for adding the following scope:

1. Attendance at additional OAC (Owner/Architect/Contractor) meetings. This adds attendance at nine (9) meetings during the course of the Construction phase. This is in addition to OAC meetings already in the Contract.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$3366 (see attached fee spreadsheet dated 10/31/11)

Time:  
Unchanged.

SUBMITTED BY:

Roy T. Blythe  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

11/14/11  
(Date)

AGREED TO:

Laurie M. Kadrich  
(Signature)

Laurie M. Kadrich, Grand Junction City Manager  
(Printed name and title)

11/14/11  
(Date)

Grand Junction Public Safety Facilities Additional Fee Summary  
 Project No. 1031-1  
 Date: 10/31/11

Additional Scope	Consultant									Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved
	Blythe Group	City of Grand Junction	Clavonne-Roberts and Associates	Lindauer-Dunn, Inc.	Bighorn Consulting Engineers	AECOM Electrical	AECOM Security Electronics	Geller and Associates								
<b>Amendment 01</b>											10%					
1. Adjust reimbursable markup listed in Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total for Amendment 01</b>																\$ -
<b>Amendment 02</b>																
2. Reconfigure VAP	\$ 475	\$ -	\$ -	\$ -	\$ 240	\$ 923	\$ 317	\$ -	\$ -	\$ 1,955	\$ 195	\$ 2,150	\$ -	\$ 2,150		06/30/11
3. Reconfigure Lab area	\$ 615	\$ -	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ -	\$ -	\$ 2,077	\$ 208	\$ 2,285	\$ -	\$ 2,285		06/30/11
4. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ -	\$ -	\$ 1,114	\$ 111	\$ 1,226	\$ -	\$ 1,226		06/30/11
<b>Total for Amendment 02</b>																\$ 5,661
<b>Amendment 03</b>																
5. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ -	\$ 17,622		07/20/11
<b>Total for Amendment 03</b>																\$ 17,622
<b>Amendment 04</b>																
6. Additional energy modeling for Xcel rebates	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 1,650	\$ -	\$ 1,650		08/08/11
<b>Total for Amendment 04</b>																\$ 1,650
<b>Amendment 05</b>																
7. Additional services for Landscape Architect	\$ -	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ 2,990	\$ -	\$ 2,990		08/11/11
<b>Total for Amendment 05</b>																\$ 2,990
<b>Amendment 06</b>																
8. OAC meetings (assumes 9 add. Mtgs, end in June)	\$ 3,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,060	\$ 306	\$ 3,366	\$ -	\$ 3,366		
<b>Total for Amendment 06</b>																\$ 3,366
<b>Totals</b>	\$ 4,375	\$ -	\$ 2,990	\$ -	\$ 2,140	\$ 2,746	\$ 445	\$ 16,020	\$ -	\$ 28,716	\$ 2,573	\$ 31,289	\$ -	\$ 31,289		
																<b>Grand Total: \$ 31,289</b>

Estimated Hours:	I.D. / Principal	Project Arch.	Arch. Intern I	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.	Arch. Intern II
1. Adjust reimbursable markup listed in Contract	0	0	0	0	0	0	0	0	0	0	0
2. Reconfigure VAP	1	3	1	3	2	3	3	0	1	1	0
3. Reconfigure Lab area	1	4	2	3	3	3	3	0	1	0	0
4. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0	0	0
5. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0	0
6. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0	0
7. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0	0
8. OAC meetings (assumes 9 add. Mtgs, end in June)	0	36	0	0	0	0	0	0	0	0	0

**Hourly Rates (per Contract):**

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern III / Job Captain	\$75.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00

\* Hourly rates N/A for this portion: lump sum proposal



The Art & Science of Construction

618 Road Avenue  
Grand Junction, CO 81501  
office: 970.242.1058  
www.theblythegroup.com

January 11, 2012

Mr. Jim Shanks  
City of Grand Junction

RE: Request for Additional Services for owner requested changes

Dear Mr. Shanks,

On January 3 2012 you requested that direct Shaw construction to provide pricing for adding awnings over the first floor windows on the west elevation of fire station 1. Although these awnings were shown on the elevations in our DD package they were removed due to budget restraints prior to starting Construction Documents. Therefore the design for them was never started. Since these awnings were removed from our scope of work and are now being added back to our scope of work we are requesting additional fees as shown below:


Structural design	\$1,000
Architectural design and coordination	\$900


The total requested additional fee for the work described above is \$1,900.00.

Please let us know if you approve these fees. Once we receive written approval we will proceed with the work.

Sincerely

Burke Martin  
Blythe Group + co.

 \_\_\_\_\_  
Approved by

 \_\_\_\_\_  
Date

February 1, 2012

Mr. Jim Shanks  
City of Grand Junction

RE: Request for Additional Services for owner requested changes

Dear Mr. Shanks,

We have received request from the fire department for changes to the front façade, addition of a patio on the north side, additional power in the shop and overhead in the apparatus bays, additional compressed air overhead in the apparatus bays, changing the slide poles to brass sleeves, and reviewing the card access system. Although the patio on the north was shown on the floor plans in our DD package it was removed due to budget restraints prior to starting Construction Documents and no design work was completed. Since the patio was removed from our scope of work and the other items are new items being added to the scope of work we are requesting additional fees as shown below:

Structural design	\$500
Security consultant (AECOM)	\$3,200
Architectural design and coordination	\$3,274


The total requested additional fee for the work described above is \$6,974.00.

Please let us know if you approve these fees. Once we receive written approval we will proceed with the work.

Sincerely



Burke Martin  
Blythe Group + co.

 \_\_\_\_\_  
Approved by Date

2/15/12



# AIA Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 007

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

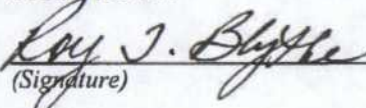
1. Attendance at additional OAC (Owner/Architect/Contractor) meetings. This adds attendance at twelve (12) meetings during the course of the Construction phase. This is in addition to the OAC meetings already in the Contract.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$4488 (see attached fee spreadsheet dated 02/06/12)

Time:  
Unchanged.

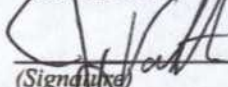
SUBMITTED BY:

  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

2/6/12  
(Date)

AGREED TO:

  
(Signature)

Jay Valentine, Grand Junction ~~Asst.~~ Financial  
Operation Manager  
(Printed name and title)

2/28/12  
(Date)

 **AIA**® Document G802™ – 2007

***Amendment to the Professional Services Agreement***

Amendment Number: 008

**TO:** City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction CO, 81501  
Telephone: 970-242-1058

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex: Fire Station No. 1  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for the following added scope:  
1. Addition of awnings over first floor windows on west elevation of Fire Station No.1.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$1900

Time:  
Unchanged.



SUBMITTED BY:

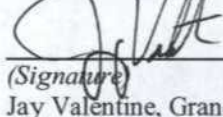
  
(Signature)

Roy T. Blythe, Secretary/Treasurer

(Printed name and title)

2/28/12  
(Date)

AGREED TO:

  
(Signature)

Jay Valentine, Grand Junction ~~Asst.~~ Financial  
Operation Manager

(Printed name and title)

3/12/12  
(Date)

 **AIA** Document G802™ – 2007

***Amendment to the Professional Services Agreement***

Amendment Number: 009

**TO:** City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Avenue  
Grand Junction CO, 81501  
Telephone: 970-242-1058

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex: Fire Station No. 1  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for the following added scope:  
1. Addition of patio on the north side of Fire Station No.1.  
2. Changes to the front façade of Fire Station No. 1  
3. Additional power in the shop and overhead in the apparatus bays.  
4. Change the slide poles to brass sleeves .  
5. Review the card access system.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$6,974

Time:  
Unchanged.

SUBMITTED BY:

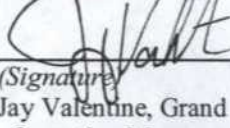
  
\_\_\_\_\_  
(Signature)

Roy T. Blythe, Secretary/Treasurer

\_\_\_\_\_  
(Printed name and title)

2/28/12  
\_\_\_\_\_  
(Date)

AGREED TO:

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

Jay Valentine, Grand Junction ~~Asst.~~ Financial  
Operation Manager

\_\_\_\_\_  
(Printed name and title)

3/13/12  
\_\_\_\_\_  
(Date)

# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 010

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

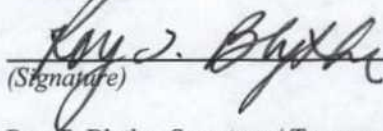
As follows:  
1. Changes to Police Building security and site security.  
2. Adding security to windows in Property and Evidence.  
3. Change Storage 1023 to Office 1023.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$10,876

Time:  
Unchanged.

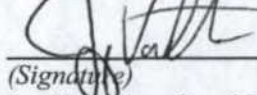
SUBMITTED BY:

  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

3/1/12  
(Date)

AGREED TO:

  
(Signature)

Jay Valentine, Grand Junction Financial Operation  
Manager

(Printed name and title)

3/1/12  
(Date)



**AIA**<sup>®</sup>

# Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 011

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Change to Police Building site for electrical and landscaping.  
Additional work for Electrical Engineer for lighting control system changes.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$6,687

Time:  
Unchanged.

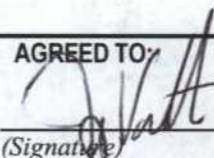
**SUBMITTED BY:**

  
*(Signature)*

Roy T. Blythe, Secretary / Treasurer  
*(Printed name and title)*

4/3/12  
*(Date)*

**AGREED TO:**

  
*(Signature)*

Jay Valentine Financial Operations Mgr  
*(Printed name and title)*

4/6/12  
*(Date)*

Grand Junction Public Safety Facilities Additional Fee Summary  
 Project No. 1031-1  
 Date: 02/29/12

Additional Scope	Consultant									Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved
	Blythe Group	City of Grand Junction	Clavonne-Roberts and Associates	Lindauer-Dunn, Inc.	Bighorn Consulting Engineers	AECOM Electrical	AECOM Security Electronics	Geiler and Associates								
<b>Amendment 01</b>																
1. Adjust reimbursable markup listed in Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10%	\$ -	\$ -	\$ -	
Total for Amendment 01																\$ -
<b>Amendment 02 (911 / PD)</b>																
2. Reconfigure VAP	\$ 475	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ 923	\$ 317	\$ -	\$ 1,955	\$ 195	\$ 2,150	\$ -	\$ 2,150		06/30/11
3. Reconfigure Lab area	\$ 615	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ -	\$ 2,077	\$ 208	\$ 2,285	\$ -	\$ 2,285		06/30/11
4. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ -	\$ 1,114	\$ 111	\$ 1,226	\$ -	\$ 1,226		06/30/11
Total for Amendment 02																\$ 5,661
<b>Amendment 03 (911 / PD)</b>																
5. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ -	\$ 17,622		07/20/11
Total for Amendment 03																\$ 17,622
<b>Amendment 04 (911 / PD)</b>																
6. Additional energy modeling for Xcel rebates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 1,650	\$ -	\$ 1,650		08/08/11
Total for Amendment 04																\$ 1,650
<b>Amendment 05</b>																
7. Additional services for Landscape Architect	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ 2,990	\$ -	\$ 2,990		08/11/11
Total for Amendment 05																\$ 2,990
<b>Amendment 06 (911 / PD)</b>																
8. OAC meetings (assumes 9 add. Mtgs, end in June)	\$ 3,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,060	\$ 306	\$ 3,366	\$ -	\$ 3,366		11/14/11
Total for Amendment 06																\$ 3,366
<b>Amendment 07 (911 / PD)</b>																
9. OAC meetings (assumes 12 add. Mtgs, end in June)	\$ 4,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,080	\$ 408	\$ 4,488	\$ -	\$ 4,488		02/28/12
Total for Amendment 07																\$ 4,488
<b>Amendment 08 (FS1)</b>																
10. Design for west awnings	\$ 900	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900	\$ -	\$ 1,900		01/12/12
Total for Amendment 08																\$ 1,900
<b>Amendment 09 (FS1)</b>																
11. Front façade, patio, power, poles, card access	\$ 3,274	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 3,200	\$ -	\$ -	\$ 6,974	\$ -	\$ 6,974	\$ -	\$ 6,974		02/15/12
Total for Amendment 09																\$ 6,974
<b>Amendment 10 (911 / PD)</b>																
12. Building and site security changes	\$ 2,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342	\$ 6,321	\$ -	\$ 8,703	\$ 870	\$ 9,573	\$ -	\$ 9,573		03/01/12
13. Add security to Property and Evidence windows	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 680	\$ 68	\$ 748	\$ -	\$ 748		03/01/12
14. Change Storage 1023 to Office	\$ 505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 505	\$ 51	\$ 556	\$ -	\$ 556		03/01/12
Total for Amendment 10																\$ 10,876
<b>Amendment 11 (911 / PD)</b>																
15. Site security changes (Electrical and Landscape)	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,978	\$ -	\$ -	\$ 4,478	\$ -	\$ 4,478	\$ -	\$ 4,478		
16. Lighting controls updates for record documents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,209	\$ -	\$ -	\$ 2,209	\$ -	\$ 2,209	\$ -	\$ 2,209		
Total for Amendment 11																\$ 6,687
<b>Totals</b>	\$ 15,854	\$ -	\$ 4,490	\$ 1,500	\$ 2,140	\$ 8,275	\$ 9,966	\$ 16,020	\$ 58,245	\$ 3,969	\$ 62,214	\$ -	\$ 62,214			
													<b>Grand Total:</b>	\$ 62,214		

Estimated Hours:	Project Arch.												
	L.D. / Principal	Arch. Intern I	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM p.M.	Arch. Intern II	AECOM A&I		
1. Adjust reimbursable markup listed in Contract	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Reconfigure VAP	1	3	1	3	2	3	0	0	1	1	0	0	0
3. Reconfigure Lab area	1	4	2	3	3	3	0	1	0	0	0	0	0
4. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	0	0	0	0	0	0	0
5. AV and Acoustical design *	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0	0	0	0
8. OAC meetings (assumes 9 add. Mtgs, end in June)	0	36	0	0	0	0	0	0	0	0	0	0	0
9. OAC meetings (assumes 12 add. Mtgs, end in June)	0	48	0	0	0	0	0	0	0	0	0	0	0
10. Design for west awnings*	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Front facade, patio, power, poles, card access*	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Building and site security changes	0	24	0	0	0	2	0	0	32	0	0	0	0
13. Add security to Property and Evidence windows	0	8	0	0	0	0	0	0	0	0	0	0	0
14. Change Storage 1023 to Office	1	4	0	0	0	0	0	0	0	0	0	0	0
15. Site security changes (Electrical and Landscape*)	0	0	0	0	10	0	0	0	0	0	0	2	2
16. Lighting controls updates for record documents	0	0	0	0	10	4	0	0	0	1	0	0	0

Hourly Rates (per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern II / Job Captain	\$75.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CAD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
AV Engineer	\$110.00
Senior Security Engineer	\$197.53
AECOM Admin Assistant II	\$72.35

\* Hourly rates N/A for this portion: lump sum proposal



June 4, 2012

Mr. Jay Valentine  
City of Grand Junction

RE: Request for Additional Services for owner requested changes

Dear Mr. Valentine,

Our original design fees for Fire Station #2 were based on a 9% fee of a \$365,532 construction budget. Currently the approved construction budget from Shaw Construction is \$661,255. This is an increase in construction cost of \$295,723.

We are requesting an increase in Design fees of \$26,615 based on 9% of the increased scope of the project. This will make our contract fee \$60,155.

Please let us know if you approve these fees. Once we receive written approval we will proceed with the work.

Sincerely



Burke Martin  
Blythe Group + co.



Approved by

Date



# AIA® Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 012

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group +co  
618 Rood Ave.  
Grand Junction, CO 81501  
970-242-1058

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Request additional services for the following added scope:

Fire Station #2 construction budget increase of \$295,723. Total construction budget is now \$661,255.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$26,615

Time:  
Increase of 6 days

SUBMITTED BY:

*Roy T. Blythe*

(Signature)

Roy T. Blythe, Secretary/Treasurer

(Printed name and title)

6/4/12

(Date)

AGREED TO:

(Signature)

Jay Valentine, Grand Junction Financial Operation  
Manager

(Printed name and title)

(Date)

June 18, 2012

Mr. Jay Valentine  
City of Grand Junction

RE: Request for Additional Services for owner requested evaluation of HVAC options

Dear Mr. Valentine,

In a meeting on Wednesday 6/13/12 our design team was asked to evaluate 4 additional HVAC options for Fire Station #2 and prepare the a pro vs cons narrative comparing the existing design to the 4 additional options. This scope of work is beyond the original scope of providing a design to modify the existing systems. Therefore we are requesting additional services in the amount of \$1,370 to perform this work.

Prior to the meeting on 5/22/12 the HVAC design had been moving forward based on the HVAC systems approved at the end of the DD phase. If one of the 4 alternate systems is selected we will need additional services to re-design the system and will be presented in a separate proposal.


The current design schedule will need to be modified as well. We will require an additional 2 weeks, from the time of acceptance of this proposal, to prepare the evaluation and pricing. If one of the 4 alternate systems is selected we will need an additional 2 weeks for re-design.

Please let us know if you approve these fees. Once we receive written approval we will proceed with the work.

Sincerely



Burke Martin  
Blythe Group + co.

  
Approved by

6/18  
Date



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 013

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

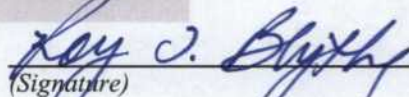
As follows:  
Reduce architectural fee by amount agreed to in letter dated 06/12/12 pertaining to Proposal Request 53 and additional fire rated elements.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Decrease in fee of \$19,101

Time:  
Unchanged.

**SUBMITTED BY:**

  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

6/19/12  
(Date)

**AGREED TO:**

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

Jay Valentine, Financial Operations Manager  
(Printed name and title)

\_\_\_\_\_  
(Date)

June 12, 2012

Mr. Rich Englehart  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: Updated costs for PCO 144 (PR 53) Fire Ratings  
Grand Junction Public Safety Facilities

**BLYTHE**  
GROUP co.

Architecture  
Interior Design  
Project Management

618 Rood Avenue  
Grand Junction, CO 81501  
office: 970.242.1058  
www.theblythegroup.com

Dear Rich:

As you know, the costs originally associated with the added fire ratings for beams and columns under the 911 Communication Center were incorrect. The initial number was indicated to be \$131,619 after Shaw Construction's markup was removed. Upon investigation of the supporting materials for this cost change, an error was discovered. As such, Shaw has reevaluated the cost of this added work.

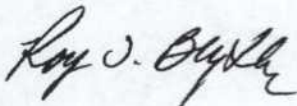
The revised total cost after all is said and done is \$88,891.95. After examining the revised costs in our office and with Shaw, we have found them to be reasonable for the work involved. As this amount is less than the previously stated 'added value' of \$94,534, we have had to reevaluate the split in costs between Blythe Group and the City. After discussion in our office, we propose the following:

Item	Cost	Grand Junction	Blythe Group
Drywall and finishing	\$74,023.20	\$66,620.88	\$7402.32 (10% of added cost)
Fire Caulking	\$1688.00	\$1519.20	\$168.80 (10% of added cost)
Painting	\$9899.00	\$0.00	\$9899.00 (all of work that was redone)
Electrical	\$1183.00	\$0.00	\$1183.00 (all of work that was redone)
Insurance / Bond	\$2098.75	\$1651.07	\$447.68 (percentages applied to this column)
<b>Total</b>	<b>\$88,891.95</b>	<b>\$69,791.15</b>	<b>\$19,100.80 (approx. 21.5% of total cost)</b>

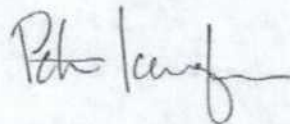
In the proposed split above, we propose 10% of the added cost as being the amount over the 'added value' to the project. In other words, how much more did this cost now than if it had been in the project from the beginning? It is difficult to come up with exact numbers for these things, but the standard in the industry is typically an approximate increase of 10%. Shaw has also evaluated this 'added value' versus 'increased cost' and has determined 10% to be a fair approximation. This of course does not apply to the portions of the work which had to be redone, hence the painting and electrical costs above being under our column. I have attached the supporting documents for the above costs to this letter.

If this split is acceptable to you, please let us know and we will issue a deductive amendment to our contract with the City in the amount stated above in the column under Blythe Group. Please do not hesitate to ask any questions regarding this issue. Thank you for your time and patience on this matter and we look forward to your reply.

Sincerely,



Roy Blythe, AIA  
Principal



Peter Icenogle, AIA  
Vice President

Encl: Supporting documentation for costs

b) 3-28-12 Frame, Hang, Finish 16 men 8hrs = 128hrs  
Angel, Javier, Ernesto, Ramon, Guerrero, Federico, Luis, Gaspar, Edgar, Cesar, Jairo, Uriel,  
Horacio, Memo, Armando, Carl

Total = 240hrs @ \$35.00 = \$8,400

3. Beam Wraps Frame/Hang /Finish Mixed AWC 10423 from 3/29/12 to 3/31/12 area grids 5 to 8:

a) 3-29-12 Frame, Hang, Finish 15 men 8hrs = 120hrs

b) 3-30-12 Frame, Hang, Finish 15 men 8hrs = 120hrs

c) 3-31-12 Frame, Hang, Finish 10 men 8hrs = 80hrs

Angel, Javier, Ernesto, Ramon, Guerrero, Federico, Luis, Gaspar, Edgar, Cesar, Jairo, Uriel,  
Horacio, Memo, Armando

Total = 320hrs @ \$35.00 = \$11,200

4. Beam Wraps Frame/Hang /Finish Mixed AWC 10880 from 4/2/12 to 4/4/12 area grids 5 to 8:

a) 4-2-12 Frame, Hang, Finish 14 men 8hrs = 112hrs

b) 4-3-12 Frame, Hang, Finish 14 men 8hrs = 112hrs

c) 4-4-12 Frame, Hang, Finish 7 men 8hrs = 56hrs

Javier, Angel, Ramon, Ernesto, Guerrero, Luis, Federico, Jairo, Armando, Uriel, Memo, Riley,  
Edgar, Horacio

Total = 280hrs @ \$35.00 = \$9,800

5. Beam Wraps Trim/Finish Mixed AWC 10453 from 4/5/12 to 4/6/12 area grids 5 to 8:

a) 4-5-12 Trim/Finish 4 men 8hrs = 32hrs

b) 4-6-12 Trim/Finish 3 men 8hrs = 24hrs

Memo, Ernesto, Riley, Guerrero

Total = 56hrs @ \$35.00 = \$1,960

6. Beam Wraps Trim/Finish Mixed AWC 10406 from 4/9/12 to 4/14/12 area grids 5 to 8:

a) 4-9-12 Finish 6 men 8 hrs = 48hrs

b) 4-10-12 Finish 6 men 8 hrs = 48hrs

c) 4-11-12 Finish 6 men 8hrs = 48hrs

d) 4-12-12 Finish 5 men 8hrs = 40hrs

e) 4-13-12 Finish 6 men 8hrs = 48hrs

f) 4-14-12 Finish 4 men 8hrs, 2men 4hrs = 40hrs

Memo, Juan, Ernesto, Guerrero, Benjamin, Gustavo

Total = 272hrs @ \$35.00 = \$9,520

Materials second total = \$2,408

Second Total = \$49,448

✓ 2140hrs @ \$35 = \$74,900 Labor  
Materials = \$7,832  
34 working days

---

I-Beam and Column full Labor and Materials total = \$82,732.00

Previous billing sent wrong = \$118,850.00 total credit back needs to be \$36,118.00

Elite Drywallers, Inc.  
3762 Hwy. 82, Ste. 1  
Glenwood Springs, CO 81601  
(970)945-3949 Fax (970) 945-6306

AWC# 10420<sup>+</sup>

Date 2/24/12 to 3/26/12

ADDITIONAL WORK CHARGE

TO Shaw LABOR 176 hrs @ \$35.00 = \$6,160  
JOB Public Safety MATERIAL \_\_\_\_\_  
TOTAL \_\_\_\_\_

Description of Work:

2-24-12  
Work done on Sat. Framing and Hangers of I-Beam  
Fire rating work Grids 5-8. address drywall and  
additional framing Cesar - 8hrs Edgar - 8hrs  
Weil - 8hrs Jairo - 8hrs 32 hrs

Finish work on new beam wraps and exterior  
Wall North side for fire rating grids 1-5 adding  
corner bead prefill and tape.  
Memo - 8hrs ~~Hora~~ Armando 8hrs Alfredo - 8hrs 24 hrs

3-26-12  
Extra work done fire rating beams for walls  
and ceiling. Includes demo work and repairs.  
Javier - 8hrs Angel - 8hrs Ernesto - 8hrs Ramon - 8hrs  
Guillermo - 8hrs Federico - 8hrs Luis - 8hrs Gaspar - 8hrs  
Edgar 8hrs Cesar 8hrs Jairo - 8hrs Weil - 8hrs 96 hrs

Finish work in areas A 1<sup>st</sup> floor Grid 1-5 work  
on additional drywall at exterior walls and new  
beam wraps. Includes new corner bead  
Memo - 8hrs Horacio - 8hrs Armando - 8hrs 24 hrs

ACCEPTANCE OF ADDITIONAL WORK CHARGE

The above pricing is hereby accepted. You are authorized to do the work.  
Payment will be added to the original contract amount.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

White-EDI Accounting Yellow-Customer Pink-Field

TOTAL HRS = 176



Elite Drywallers, Inc.  
 3762 Hwy. 82, Ste. 1  
 Glenwood Springs, CO 81601  
 (970)945-3949 Fax (970) 945-6306

AWC # 10421

Date 3/27/12 to 3/28/12

**ADDITIONAL WORK CHARGE**

TO Pa Shaw

LABOR 240hrs @ \$35.00 = \$8,400.00

JOB Public Safety

MATERIAL \_\_\_\_\_

TOTAL \_\_\_\_\_

Description of Work:

3-27-12 ~~at~~ time for Hang and Frame  
 around I-beams and Columns 2<sup>nd</sup> layer  
 Completed with inspection at 6-5  
 Finish work in progress  
 Javier 8hrs Angel 8hrs  
 Ernesto 8hrs Ramon 8hrs Cuervo 8hrs Luis 8hrs  
 Gaspar 8hrs Edgar 8hrs Jaime 8hrs Uziel 8hrs  
 Dingers - Memo 8hrs Horacio 8hrs Armando 8hrs Riley 8hrs  
 Hang - 80hrs  
 Finish - 32hrs

3-28-12 time for Hanging and Fire rating  
 Beams and columns 1<sup>st</sup> layer Grid 5-8. Adding  
 framing and Drywall. Also demo work, uncovering  
 Columns in 3 locations for fire rate assembly.  
 Javier 8hrs Angel 8hrs Ernesto 8hrs Ramon 8hrs  
 Cuervo 8hrs Federico 8hrs Luis 8hrs Gaspar 8hrs  
 Edgar 8hrs Cesar 8hrs Jaime 8hrs Uziel 8hrs  
 Memo 8hrs Horacio 8hrs Armando 8hrs - Carl 8hrs  
 Hang 96hrs  
 Finish 37

**ACCEPTANCE OF ADDITIONAL WORK CHARGE**

The above pricing is hereby accepted. You are authorized to do the work.  
 Payment will be added to the original contract amount.

Accepted Robert Shaw

By Robert Clark

Date 3-30-12

White-EDI Accounting Yellow-Customer Pink-Field

TOTAL HRS = 240

Elite Drywallers, Inc.  
 3762 Hwy. 82, Ste. 1  
 Glenwood Springs, CO 81601  
 (970)945-3949 Fax (970) 945-6306

AWC # 10423

Date 3/29/12 to 3/31/12

**ADDITIONAL WORK CHARGE**

TO Shaw  
 JOB Public Safety

LABOR 320hrs @ \$35.00 = \$11,200  
 MATERIAL \_\_\_\_\_  
 TOTAL \_\_\_\_\_

Description of Work:

3-29-12  
 Extra work done wrapping I-beams and columns in section # 1st floor adding 2nd layer drywall to all beams and columns. Grid 5-8 lines.  
 Javier -8hrs Ernesto -8hrs Angel -8hrs Ramon -8hrs Guerrero -8hrs  
 Federico -8hrs Luis -8hrs Gaspar -8hrs Jairo -8hrs Edgar -8hrs  
 Cesar -8hrs Uriel -8hrs Memo -8hrs Horacio -8hrs Armando -8hrs  
 3-30-12 Extra work done wrapping I-beams and columns 1st floor adding a layer of drywall and ceiling. Grid 5-6 completed. Grid 5-8 inspection. Angel -8hrs Ramon -8hrs  
 Javier -8hrs Ernesto -8hrs Guerrero -8hrs Federico -8hrs Luis -8hrs  
 Gaspar -8hrs Jairo -8hrs Edgar -8hrs Cesar -8hrs Armando -8hrs  
 Memo -8hrs Horacio -8hrs Uriel -8hrs  
 3-31-12 Extra work done at beam & column wrap on 1st floor Grid 5-8 adding two layers of drywall and additional framing where needed, includes some demo work. Ernesto -8hrs Guerrero -8hrs Luis -8hrs  
 Federico -8hrs Edgar -8hrs Armando -8hrs Jairo -8hrs Uriel -8hrs  
 Horacio -8hrs Cesar -8hrs  
 Hang - 56 hrs  
 Finish - 24 hrs

**ACCEPTANCE OF ADDITIONAL WORK CHARGE**

The above pricing is hereby accepted. You are authorized to do the work.  
 Payment will be added to the original contract amount.

Accepted [Signature]

By Robert Glover

Date 4-3-12

White-EDI Accounting Yellow-Customer Pink-Field

TOTAL HRS = 320

Elite Drywallers, Inc.  
3762 Hwy. 82, Ste. 1  
Glenwood Springs, CO 81601  
(970)945-3949 Fax (970) 945-6306

AWC# 10453

Date 4/5/12 to 4/6/12

**ADDITIONAL WORK CHARGE**

TO Shaw  
JOB Public Safety

LABOR 56 hrs @ 35<sup>00</sup> = 1,960  
MATERIAL \_\_\_\_\_  
TOTAL \_\_\_\_\_

Description of Work:

4-5-12 Thru 4-6-12  
Worked on finishing in areas A Grid 1-4  
adding corner bead and taping all joints.  
this work also includes coating metal  
and 1<sup>st</sup> coat on tape joints. This  
work is for 1<sup>st</sup> coat on all areas Grid  
1-4. Time also includes cornerbead install.  
(Finish work only)  
Memo - 16hrs Escobar - 16hrs Riley - 16hrs  
Guerrero - 8hrs 56 hrs total

**ACCEPTANCE OF ADDITIONAL WORK CHARGE**

The above pricing is hereby accepted. You are authorized to do the work.  
Payment will be added to the original contract amount.

Accepted: [Signature]

By \_\_\_\_\_ Date \_\_\_\_\_

White-EDI Accounting Yellow-Customer Pink-Field

TOTAL HRS = 56

Elite Drywallers, Inc.  
 3762 Hwy. 82, Ste. 1  
 Glenwood Springs, CO 81601  
 (970)945-3949 Fax (970) 945-6306

AWC # 10880

Date 4/2/12 to 4/4/12

ADDITIONAL WORK CHARGE

TO Show

LABOR 280 hrs @ \$35<sup>00</sup> = \$9,800

JOB Public Safety

MATERIAL \_\_\_\_\_

TOTAL \_\_\_\_\_

Description of Work:

4-2-12  
 This time is for work done at I-Beams and columns on 1st floor grid lines 5-8 adding final layer 2<sup>nd</sup> of drywall. Javier -8hrs Angel 8hrs Ramon 8hrs Ernesto -8hrs Guerrero -8hrs Luis -8hrs Federico 8hrs Jaime 8hrs Arminda -8hrs Uziel -8hrs Memo -8hrs Riley 8hrs Edgar -8hrs Horacio 8hrs Henry 80 hrs Finish 32hrs

4-3-12 Time for work on I-Beams and columns on 1st floor grid lines 5-8 adding framing and drywall for fireproofing. Javier -8hrs Angel -8hrs Ramon -8hrs Ernesto -8hrs Guerrero 8hrs Luis -8hrs Federico -8hrs Gaspar -8hrs Jaime -8hrs Uziel -8hrs Edgar -8hrs Arminda -8hrs Memo -8hrs Horacio -8hrs Henry 80 hrs Finish -32

4-4-12  
 Hanging and framing of I-beams and columns on 1st floor grid 1-8 completed with inspection. 4 hangers on cross ends and final details. 5 finisher work say all day on these areas. Javier 8hrs Angel -8hrs Luis -8hrs Ernesto 8hrs Henry 32 hrs Memo -8hrs Uziel -8hrs Riley -8hrs finish 24hrs

ACCEPTANCE OF ADDITIONAL WORK CHARGE

The above pricing is hereby accepted. You are authorized to do the work.  
 Payment will be added to the original contract amount.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

White-EDI Accounting Yellow-Customer Pink-Field

TOTAL HRS = 280

MATERIAL  
BACK-UP

TOTAL MATERIALS = \$7,849.75

Invoice

\*\*\* DUPLICATE \*\*\*

000000 03/26/12 1138522-00

1453

03/23/12 12254

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
BEAM RAP  
GRAND JUNCTION, CO

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

CPU

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/23/12 2420TH N30TH

1	HSD178DW	00000	1	0	1	CTN	78.00	CTN	0.00	78.00
	1 7/8" SELF DRILLING SCREW 4000/CTN 86219									
2	SP112G	00000	1	0	1	CTN	55.70	CTN	0.00	55.70
	1-1/2" TYPE G SCREWS									
3	WMW	00000	10	0	10	BOX	10.00	BOX	0.00	100.00
	WESTPAC MID WEIGHT (64P)									
4	WTAP	00000	2	0	2	BOX	10.00	BOX	0.00	20.00
	WESTPAC BLUE DOT TAPING (48P)									
5	1121020LFR	00000	30	0	30	PCS	535.00	MLF	0.00	160.50
	1 1/2" X 1 1/2" X 10' 20 GA WALL ANGLE									
	Total SP Wallboard		0.00							
	Total LF Metal		300.00							

5 Lines Total

Qty Shipped Total

44

Total

414.20

Invoice Total

414.20

\* NOTE: SUBCONTRACTOR IS CHARGING LESS. TOTAL FOR MATERIALS ON THE COST SUMMARY IS \$6,657.12 TO REFLECT AN ORIGINAL MATERIAL ESTIMATE.

Invoice

\*\*\* D U P L I C A T E \*\*\*

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03/27/12

1138536-00

1453

03/26/12 12255

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

Pioneer Materials West Slope, Inc.  
P.O. Box 280

BEAM RAB

GRAND JUNCTION, CO

Clifton, CO 81520-0280

ELITE DRYWALLERS

3762 HIGHWAY 82 SUITE 1

delv. asap

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/26/12

2420TH N30TH

1	11210201fr	00000	100	0	100	PCS	535.00	MLF	0.00	535.00
	1 1/2" X 1 1/2" X 10' 20 GA WALL ANGLE									
2	78dwc20-12	00000	100	0	100	PCS	453.00	MLF	0.00	543.60
	7/8" X 12' 20 GA HAT CHANNEL DRYWALL									
3	wmw	00000	35	0	35	BOX	10.00	BOX	0.00	350.00
	WESTPAC MID WEIGHT (64P)									
	Total SF Wallboard						0.00			
	Total LF Metal						2,200.00			

3 Lines Total	Qty Shipped Total	235	Total	1428.60
			Invoice Total	1428.60

Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 03/29/12 1130561-00

1453

03/27/12 12256

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

Pioneer Materials West Slope, Inc.  
P.O. Box 280

BEAM RAP

GRAND JUNCTION,

Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

delv. asap

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/28/12 2&20TH N30TH

1	58f12	00000	104	0	104	PCS	245.00	MSF	0.00	1223.04
	5/8" X 12' FIRE RATED									
2	mcbl0	00000	180	0	180	PCS	180.00	MLF	0.00	324.00
	10' SQUARE METAL CORNERBEAD (60/CTN)									
3	wmw	00000	20	0	20	BOX	10.00	BOX	0.00	200.00
	WESTPAC MID WEIGHT (64P)									
4	58AIRSTAPLES	00000	2	0	2	BOX	16.60	BOX	0.00	33.20
	5/8" LEG 1/4" CROWN STAPLE 5000 PER BOX									
	Total SF Wallboard		4,992.00							
	Total LF Metal		0.00							

4 Lines Total	Qty Shipped Total	306	Total	1780.24
			Invoice Total	1780.24

Invoice

\*\*\* D U P L I C A T E \*\*\*

1453

000000

04/04/12

1138641-00

04/03/12 12261

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
BEAM RAP  
GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

pick up

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/03/12 2420TH N30TH

1 2glastr	00000	5	0	5	ROLL	7.25	ROLL	0.00	36.25
2" X 300' GLASS MESH TAP									
2 SD178DW5LB	00000	2	0	2	BOX	27.70	BOX	0.00	55.40
1 7/8" SELF DRILL SCREWS 5 LB									
Total SF Wallboard			0.00						
Total LF Metal			0.00						

2 Lines Total

Qty Shipped Total 7

Total 91.65  
Invoice Total 91.65



Invoice

\*\*\* D U P L I C A T E \*\*\*

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04/04/12

1138656-00

1453

04/03/12 12262

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

Pioneer Materials West Slope, Inc.  
P.O. Box 280

BEAM RAP  
GRAND JUNCTION, CO 81501

Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

DEL BY

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/03/12 2620TH N30TH

1	58F12	00000	50	0	50	PCS	295.00	MSF	0.00	708.00
	5/8" X 12' FIRE RATED									
2	MCB10	00000	60	0	60	PCS	180.00	MLF	0.00	108.00
	10' SQUARE METAL CORNERHEAD (60/CTN)									
3	2GLASTR	00000	6	0	6	ROLL	7.25	ROLL	0.00	43.50
	2" X 300' GLASS MESH TAP									
4	212JT20-10	00000	30	0	30	PCS	840.00	MLF	0.00	252.00
	2 1/2" X 10' 20 GA J-TRA									
	Total SF Wallboard		2,400.00							
	Total LF Metal		300.00							

4 Lines Total			Qty Shipped Total	146			Total			1111.50
							Invoice Total			1111.50

Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 03/30/12 1138591-00

1453

03/29/12 12258 1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
BEAM RAP  
GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

PICK UP

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/29/12 2420TH N30TH

1 ASPONGE	00000	8	0	8	EACH	3.45	EACH	0.00	27.60
ANGLED SANDING SPONGE									
2 180GSWC	00000	25	0	25	EACH	0.60	EACH	0.00	15.00
180 GRIT SANDING WET CLOTH - 25/BOX									
3 SD178DW5LB	00000	1	0	1	BOX	27.70	BOX	0.00	27.70
1 7/8" SELF DRILL SCREWS 5 LB									
4 HGF2DW	00000	1	0	1	CTN	38.00	CTN	0.00	38.00
2" FINE DRYWALL SCREW 3500/CTN 84310									
5 HSP114DW	00000	1	0	1	CTN	40.00	CTN	0.00	40.00
1 1/4" FINE DRYWALL SCREW 8000/CTN 84291									
Total SF Wallboard			0.00						
Total LF Metal			0.00						

5 Lines Total				Qty Shipped Total	36		Total		148.30
							Taxes		<del>2.09</del>
							Invoice Total		<del>150.39</del>

Invoice

\*\*\* D U P L I C A T E \*\*\*

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03/30/12

1138578-00

1453

03/28/12 12257

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
**BEAM RAP**  
GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1  
GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/29/12 2%20TH N30TH

1	WMW	00000	64	0	64	BOX	10.00	BOX	0.00	640.00
WESTPAC MID WEIGHT (64P)										
2	ss201	00000	10	0	10	BAG	9.50	BAG	0.00	95.00
WESTPAC SMOOTH SET 20 MINUTE LITE										
3	ss401	00000	8	0	8	BAG	9.50	BAG	0.00	76.00
WESTPAC SMOOTH SET 40 MINUTE LITE										
			Total SF Wallboard			0.00				
			Total LP Metal			0.00				

3 Lines Total	Qty Shipped Total	82	Total	811.00
			Invoice Total	<b>811.00</b>

Invoice

\*\*\* D U P L I C A T E \*\*\*

1453

000000

03/30/12

1138598-00

03/29/12 12259

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

BEAM RAP

GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280

Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

PICK UP

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

03/29/12 2420TH N30TH

1	1121025LFR	00000	40	0	40	PCS	227.00	MLF	0.00	90.80
	1 1/2" X 1 1/2" X 10' 25GA WALL ANGLE									
2	SD114DW5LB	00000	1	0	1	BOX	27.70	BOX	0.00	27.70
	SLB 1-1/4 S-12 SCREW									
3	600T20-10	00000	6	0	6	PCS	690.00	MLF	0.00	41.40
	6" X 10' 20 GA TRACK									
4	600S20-10	00000	8	0	8	PCS	707.00	MLF	0.00	56.56
	6" X 10' 20 GA STUD									
	Total SF Wallboard		0.00							
	Total LF Metal		540.00							

4 Lines Total

Qty Shipped Total

55

Total

216.46

Invoice Total

216.46

Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 04/10/12 1138727-00

1453

04/09/12 12263

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

Pioneer Materials West Slope, Inc.  
P.O. Box 280

BEAM RAP  
GRAND JUNCTION, CO

Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

CPU

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/09/12 2120TH N30TH

1	WTAP	00000	4	0	4	BOX	10.00	BOX	0.00	40.00
	WESTPAC BLUE DOT TAPING (48P)									
2	MCB10	00000	60	0	60	PCS	180.00	MLF	0.00	108.00
	10' SQUARE METAL CORNERHEAD (60/CTN)									
3	58AIRSTAPLES	00000	1	0	1	BOX	16.60	BOX	0.00	16.60
	5/8" LEG 1/4" CROWN STAPLE 5000 PER BOX									
4	2GLASTR	00000	6	0	6	ROLL	7.25	ROLL	0.00	43.50
	2" X 300' GLASS MESH TAP									
5	1121025LFR	00000	60	0	60	PCS	227.00	MLF	0.00	136.20
	1 1/2" X 1 1/2" X 10' 25GA WALL ANGLE									
6	78DWC25-12	00000	30	0	30	PCS	295.00	MLF	0.00	106.20
	7/8" X 12' 25 GA EAT CHANNEL DRYWALL									
7	158S25-10	00000	30	0	30	PCS	266.00	MLF	0.00	79.80
	1 5/8" X 10' 25 GA STUD									
8	158T25-10	00000	20	0	20	PCS	235.00	MLF	0.00	47.00
	1 5/8" X 10' 25 GA TRACK									
	Total SF Wallboard		0.00							
	Total LF Metal		1,460.00							

8 Lines Total	Qty Shipped Total	211	Total	577.30
			Invoice Total	<u>577.30</u>

Invoice

\*\*\* D U P L I C A T E \*\*\*

1453

000000

04/13/12

1138775-00

04/12/12 12265

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A

BEAM RAP

GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280

Clifton, CO 81520-0280

ELITE DRYWALLERS

3762 HIGHWAY 82 SUITE 1

PICK UP

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/12/12

2420TH N30TH

1	ASPONGE	00000	12	0	12	EACH	3.45	EACH	0.00	41.40
	ANGLED SANDING SPONGE									
2	2GLASTR	00000	2	0	2	ROLL	7.25	ROLL	0.00	14.50
	2' X 300' GLASS MESH TAP									
3	240GSWC	00000	25	0	25	EACH	1.05	EACH	0.00	26.25
	240 GRIT SANDING WET CLOTH - 25/BOX									
	Total SF Wallboard						0.00			
	Total LP Metal						0.00			

3 Lines Total

Qty Shipped Total

39

Total

82.15

Taxes

~~4.02~~

Invoice Total

~~86.17~~

Last Page

Cash Discount

1.64 If Paid By 05/20/12

Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 04/16/12 1138789-00

1453

04/12/12 12266 1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
BEAH RAP  
GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 02 SUITE 1

DEL BY

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/13/12 2420TH N30TH

1	78DWC20-12	00000	50	0	50	PCS	453.00	MLF	0.00	271.80
	7/8" X 12' 20 GA HAT CHANNEL DRYWALL									
2	1121020LFR	00000	40	0	40	PCS	535.00	MLF	0.00	214.00
	1 1/2" X 1 1/2" X 10' 20 GA WALL ANGLE									
3	158S25-10	00000	40	0	40	PCS	266.00	MLF	0.00	106.40
	1 5/8" X 10' 25 GA STUD									
4	158T25-10	00000	30	0	30	PCS	235.00	MLF	0.00	70.50
	1 5/8" X 10' 25 GA TRACK									
5	11220CRC	00000	20	0	20	PCS	475.00	MLF	0.00	190.00
	1 1/2" X 20' COLD ROLL C CRC									
	Total SF Wallboard		0.00							
	Total LF Metal		2,100.00							

5 Lines Total	Qty Shipped Total	180	Total Invoice Total	852.70
				<b>852.70</b>

Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 04/17/12 1138812-00

1453

04/16/12 12267 1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
**BEAM RAP**  
GRAND JUNCTION, CO

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1  
GLENWOOD SPRINGS, CO 81601

cpu

Pioneer Materials GJ

04/16/12 2420TH N30TH

1 2glastr	00000	2	0	2	ROLL	7.25	ROLL	0.00	14.50
2" X 300' GLASS MESH TAP									
2 wnw	00000	16	0	16	BOX	10.00	BOX	0.00	160.00
WESTPAC MID WEIGHT (64P)									
Total SF Wallboard			0.00						
Total LF Metal			0.00						

2 Lines Total		Qty Shipped Total	18	Total	174.50
				Invoice Total	<b>174.50</b>



Invoice

\*\*\* D U P L I C A T E \*\*\*

000000 04/18/12 1138842-00

1453

04/17/12 12268

1

POLICE BUILDING -GJ PUB SAFE  
601 UTE AVE BLD A  
BEAM RAP  
GRAND JUNCTION, CO 81501

Pioneer Materials West Slope, Inc.  
P.O. Box 280  
Clifton, CO 81520-0280

ELITE DRYWALLERS  
3762 HIGHWAY 82 SUITE 1

PICK UP

GLENWOOD SPRINGS, CO 81601

Pioneer Materials GJ

04/17/12 2420TH N30TH

1	SPONGE	00000	8	0	8	EACH	3.45	EACH	0.00	27.60
	ANGLED SANDING SPONGE									
2	240GSWC	00000	25	0	25	EACH	1.05	EACH	0.00	26.25
	240 GRIT SANDING WET CLOTH - 25/BOX									
3	2GLASTR	00000	6	0	6	ROLL	7.25	ROLL	0.00	43.50
	2" X 300' GLASS MESH TAP									
4	BULB	00000	3	0	3	EACH	4.60	EACH	0.00	13.80
	LIGHTBULB/ FLOOR LIGHT									
5	12HW100	00000	1	0	1	BNDL	50.00	BNDL	0.00	50.00
	12 GA HANGER WIRE UNITED 100/BNDL									
	Total SF Wallboard		0.00							
	Total LF Metal		0.00							

5 Lines Total

Qty Shipped Total 43

Total

161.15

Taxes

3.31

Invoice Total

~~164.46~~

Last Page

Cash Discount

3.22 If Paid By 05/20/12

May 11, 2012

FROM;  
PETROS, INC,  
% THAD HARRIS

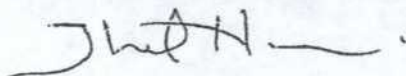
PRESIDENT email thunderhog2006@yahoo.com  
P.O. BOX 40438 OFFICE 241-7694 FAX 242-8367  
GRAND JUNCTION, COLORADO  
81504

TO; SHAW CONSTRUCTION  
% MR. ROBERT GLOVER  
555 UTE AVENUE  
GRAND JUNCTION, CO.  
81501

ROBERT,  
THE COST TO PRIME AND 2 COATS OF FINISH FOR THE METAL  
BEAM WRAPS USING SHERWIN WILLIAMS ENAMEL PAINTS AS  
ORIGINALLY SCHEDULED.

PRIME COAT	PAINT AND SUPPLIES	\$278.00
	LABOR TO PRIME	3840.00
2 COATS OF EG-SHELL ENAMEL FINISH	PAINT AND SULLIES	\$980.00
	LABOR TO COMPLETE	4710.74
	TOTAL ESTIMATED COST TO COMPLETE	\$9898.74

RESPECTFULLY SUBMITTED,



**SUMMIT  
SEALANTS INC.**

13671 Carefree Drive, Montrose, CO 81403

970-240-5971 Fax: 970-240-0951

Change Order Request #4

Project: Grand Junction Public Safety

From: Steve Berwanger

To: Shaw Construction

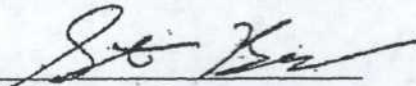
Date: 4/24/2012

Attn:

Firestopping penetrations on beam wraps first floor	
27 hrs laborer @ \$55 per hour	\$ 1,485.00
Hilti FS One - 6 gals @ \$65/gal	\$ 390.00
10% loyalty discount	\$ (187.50)
<b>Total This Request</b>	<b>\$ 1,687.50</b>

As per "Additional Work Authorization" dated 4/17, 4/18, & 4/19

If you have any questions, PLEASE don't hesitate to call

  
Stephen Berwanger - Owner

4/24/2012  
Date

**SUMMIT  
SEALANTS INC.**

**Additional Work Authorization**

Date: 04-17-12

Foreman: Adrian

Phone No: (970) 596-8665

General Contractor: SHAW

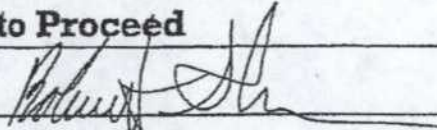
Project Name: G-J Safety Public

Location: Grand Junction

**Description of additional work proposed for authorization**

Fire stopping Penetration on  
beams wraps First floor.

**Authorization to Proceed**

Accepted By: 

GC Representative Signature: Robert Glover

Date: 4-17-12

**Verification of Hours and Materials**

Hours: (20)

Materials: 2 gals. of HILTI Fire stopping

GC Representative Signature:

Date:

**Summit Sealants Office Use**

**SUMMIT  
SEALANTS INC.**


**Additional Work Authorization**

Date:	04-18-12
Foreman:	Adrian
Phone No:	(970) 596-8665

General Contractor:	SHAW
Project Name:	G-J Public Safety
Location:	Grand Junction CO.

<b>Description of additional work proposed for authorization</b>
Fire stopping, all penetrations - on beams wraps - First floor.

<b>Authorization to Proceed</b>
Accepted By:
GC Representative Signature: _____ Date: _____

<b>Verification of Hours and Materials</b>
Hours: 10
Materials: 3 gals. of HILTY fire stopping foam.
GC Representative Signature:  Date: _____

<b>Summit Sealants Office Use</b>

**SUMMIT  
SEALANTS INC.**

**Additional Work Authorization**

Date:	04-19-12
Foreman:	Adrian
Phone No:	(970) 596-86-65

General Contractor:	SHAW
Project Name:	G.J Public Safety
Location:	grand Junction CO.

<b>Description of additional work proposed for authorization</b>
Finishing Fire stopping - first floor. penetrations on beams wraps.

<b>Authorization to Proceed</b>
Accepted By:
GC Representative Signature: _____ Date: _____

<b>Verification of Hours and Materials</b>
Hours: 2 mens hours (7 hours) total
Materials: 1 gal. of fire stopping MULTI F-ONE
GC Representative Signature: _____ Date: _____

<b>Summit Sealants Office Use</b>



**B & B Electric, Inc.** • 704 23 2/10 Road • Grand Junction, Colorado 81505  
• Ph: (970) 242-2450 • Fax: (970) 241-8687

April 9, 2012

Shaw Construction, LLC.  
Attn: Robert Glover  
Ref: **Grand Junction Public Safety**

Gentlemen:

Enclosed is change order proposal #57 . This is an **ADD** to the contract for \$1,183.00.

This change order proposal is for the following items:

- Per PR #53 for rework required for additional fire rated beam/column wraps.
- Excludes cuts, patches, paint and restoration of finishes.
- Excludes fire proofing of additional beam/column wraps; this is to be done by others just as the original beam wraps were.
- Excludes provision and install of necessary access panels.

Please issue a formal change order to the contract for this amount. Thank you for your time and attention on this matter.

Sincerely,  
B&B Electric, Inc.

Casey Fleming  
Project Manager

# BB Electric, Inc.

## Breakout Sheet

Shaw Construction, LLC.

GJ Public Safety

C.O. #57

PR #53

MATERIAL

\$ \_\_\_\_\_ -

QUOTES

\$ \_\_\_\_\_ -

Tax @

0.0%

\$ \_\_\_\_\_ -

LABOR

20 hours @ \$ 47.00 per Hr.

\$ \_\_\_\_\_ 940.00

LABOR OVERTIME

0 hours @ \$ 70.00 per Hr.

\$ \_\_\_\_\_ -

SUPERVISION

2 hours @ \$ 55.00 per Hr.

\$ \_\_\_\_\_ 110.00

SUBTOTAL

\$ \_\_\_\_\_ 1,050.00

SUBCONTRACTORS

\$ \_\_\_\_\_ -

EQ. RENTAL

\$ \_\_\_\_\_ -

TOOLS

1% of Labor

\$ \_\_\_\_\_ 9.40

VEHICLE

Supervision Hours x \$8.00

\$ \_\_\_\_\_ 16.00

SUBTOTAL

\$ \_\_\_\_\_ 1,075.40

OVERHEAD

10%

\$ \_\_\_\_\_ 107.54

SUBTOTAL

\$ \_\_\_\_\_ 1,182.94

PROFIT

0%

\$ \_\_\_\_\_ -

TOTAL

\$ \_\_\_\_\_ ~~1,182.94~~

\$1,183.00





June 18, 2012

Mr. Jay Valentine  
City of Grand Junction

RE: Request for Additional Services for owner requested evaluation of HVAC options

Dear Mr. Valentine,


In a meeting on Wednesday 6/13/12 our design team was asked to evaluate 4 additional HVAC options for Fire Station #2 and prepare the a pro vs cons narrative comparing the existing design to the 4 additional options. This scope of work is beyond the original scope of providing a design to modify the existing systems. Therefore we are requesting additional services in the amount of \$1,370 to perform this work.

Prior to the meeting on 5/22/12 the HVAC design had been moving forward based on the HVAC systems approved at the end of the DD phase. If one of the 4 alternate systems is selected we will need additional services to re-design the system and will be presented in a separate proposal.

The current design schedule will need to be modified as well. We will require an additional 2 weeks, from the time of acceptance of this proposal, to prepare the evaluation and pricing. If one of the 4 alternate systems is selected we will need an additional 2 weeks for re-design.

Please let us know if you approve these fees. Once we receive written approval we will proceed with the work.

Sincerely



Burke Martin  
Blythe Group + co.

  
Approved by

6/18  
Date



**AIA**<sup>®</sup>

# Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 014

TO: City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

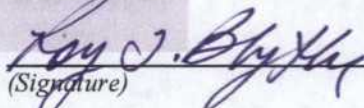
As follows:  
Evaluate and prepare a report on additional HVAC systems for Fire Station #2 as described in the letter dated 6/18/12

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$1,370

Time:  
additional 2 weeks

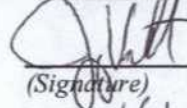
SUBMITTED BY:

  
*(Signature)*

Roy T. Blythe, Secretary / Treasurer  
*(Printed name and title)*

6/18/12  
*(Date)*

AGREED TO:

  
*(Signature)*

Jay Valentine  
*(Printed name and title)*

6/18/12  
*(Date)*

# Blythe Group + co.

ARCHITECT'S PUNCHLIST PL-01

Distribution to:  Owner  
 Architect  
 Contractor  
 Consultant

PROJECT NUMBER/TITLE: 1031-2/Fire Station #1

DATE: 4/19/2012

TIME : 1:00 PM

AREAS INCLUDED: Interior and exterior of building

ITEMS EXCLUDED: Civil, Landscape, Structural, Mechanical, Electrical, Plumbing, Equipment, Furnishings

PRESENT AT SITE: Pamela Blythe, Burke Martin (Blythe Group + co)

## INCOMPLETE WORK LIST (BY KEYNOTE):

NO.	DESCRIPTION OF INCOMPLETE WORK	SUBCONTRACTOR	COMPLETED
A01	CEILING TILE DAMAGED / INCOMPLETE		5/10/12
A02	TERMINATE EXPOSED WIRES		5/10/12
A03	LIGHT HAS LOOSE CONNECTION		5/10/12
A04	CLEAN SHEET VINYL		5/10/12
A05	FILL & SMOOTH GAPS IN SLIDE POLE SLEEVE	NO SOLUTION WAS FOUND	
A06	WINDOW LATCH DOES NOT CLEAR ADJACENT WALL		5/17/12
A07	CLEAN LANDING		5/10/12
A08	SECURE LIGHT TO WALL		5/10/12
A09	REPAIR DAMAGED DOOR FINISH		5/10/12
A10	PAINT EXPOSED CONDUIT / PIPING / DUCTWORK / SUPPORTS		5/10/12
A11	TOUCH-UP / REPAIR DAMAGED GWB FINISH		5/10/12
A12	TOUCH-UP PAINT		5/17/12
A13	CONCRETE FLOOR JOINT- CAULK/FIX		5/10/12
A14	BAD CMU PATCH/PAINT		5/10/12

A15	NOSING @ TREADS NOT ADHERED		5/10/12
A16	PAINT STAIR AND RAILING		5/17/12
A17	FILL HOLES IN RAILINGS/GATES		5/17/12
A18	INSTALL LATCH		5/10/12
A19	REMOVE MASKING FROM SPRINKLER HEADS		5/10/12
A20	INSTALL FIRE EXTINGUISHER CABINET		5/10/12
A21	INSTALL CORRECT SIZE DOOR		5/17/12
A22	REMOVE PAINT OVERSPRAY FROM CEILING GRID		5/10/12
A23	PATCH HOLE IN CEILING		5/10/12
A24	PAINT LINTEL		5/10/12
A25	REPAIR BRICK		5/17/12
A26	SHORTEN AND PAINT VENT		5/10/12
A27	REPAIR DAMAGED FRAME ON WALL HEATER		5/10/12
A28	REPAIR HOLES IN STUCCO AT TOP OF PILASTER		5/17/12
A29	SCREWS FROM BELOW PENETRATING FINISH FLOOR		5/10/12
A30			3
A31			
A32	WALL BASE DAMAGED / INCOMPLETE		5/10/12
A58	GROMMET(S) MISSING AT COUNTER		5/10/12

REPORT BY:

*B. J. [Signature]*

ATTACHMENTS: PL(A1-1), PL(A1-2), GENERAL NOTES, MEP PUNCH LIST

5/10/12

**Blythe Group + co.**

ARCHITECT'S PUNCHLIST PL-01

Distribution to:  Owner  
 Architect  
 Contractor  
 Consultant

PROJECT NUMBER/TITLE: 1031-2/Fire Station #1

DATE: 4/19/12

TIME: 1:00 PM

AREAS INCLUDED: Interior and exterior of building

ITEMS EXCLUDED: Civil, Landscape, Structural, Mechanical, Electrical, Plumbing, Equipment, Furnishings, Roof

PRESENT AT SITE: Pamela Blythe, Karen Cummings, Burke Martin (Blythe Group + co)

**GENERAL NOTES**

- Clean, adjust and Install window cranks on all operable windows ✓ 5/10/12
- Install fire sprinkler escutcheons and remove sprinkler covers ✓ 5/10/12
- Adjust all doors so they latch properly ✓ 5/10/12
- Clean all light lenses ✓ 5/10/12
- Polish concrete floors to achieve a consistent finish throughout ✓ 5/10/12
- Seal and paint all joints in plywood in rooms 129 and 126 ✓ 5/10/12
- Touch up paint at all locations marked with blue tape. ✓ 5/10/12
- Replace black carpet transition strips with chocolate brown or provide credit for this work. 5/10/12 ✓
- All window coverings are missing SOME SHADES MISSING PARTS 5/10/12  
COMPLETE 5/17/12
- Apparatus bay floor sealer not applied ✓ 5/10/12
- Replace/Repair ceiling tiles marked with blue tape ✓ 5/10/12
- Provide documentation of Siemens 6A certification for data cabling NOT YET RECEIVED  
6/8/12

RE-walk  
5/10/12



*Bighorn Consulting Engineers, Inc.*

569 South Westgate Drive, Suite 1, Grand Junction, CO 81505

Phone: 970-241-8709 Fax: 970-241-9514

April 20, 2012

Burke Martin  
The Blythe Group  
618 Rood Ave  
Grand Junction, CO 81501

Re: Grand Junction Fire Station #1

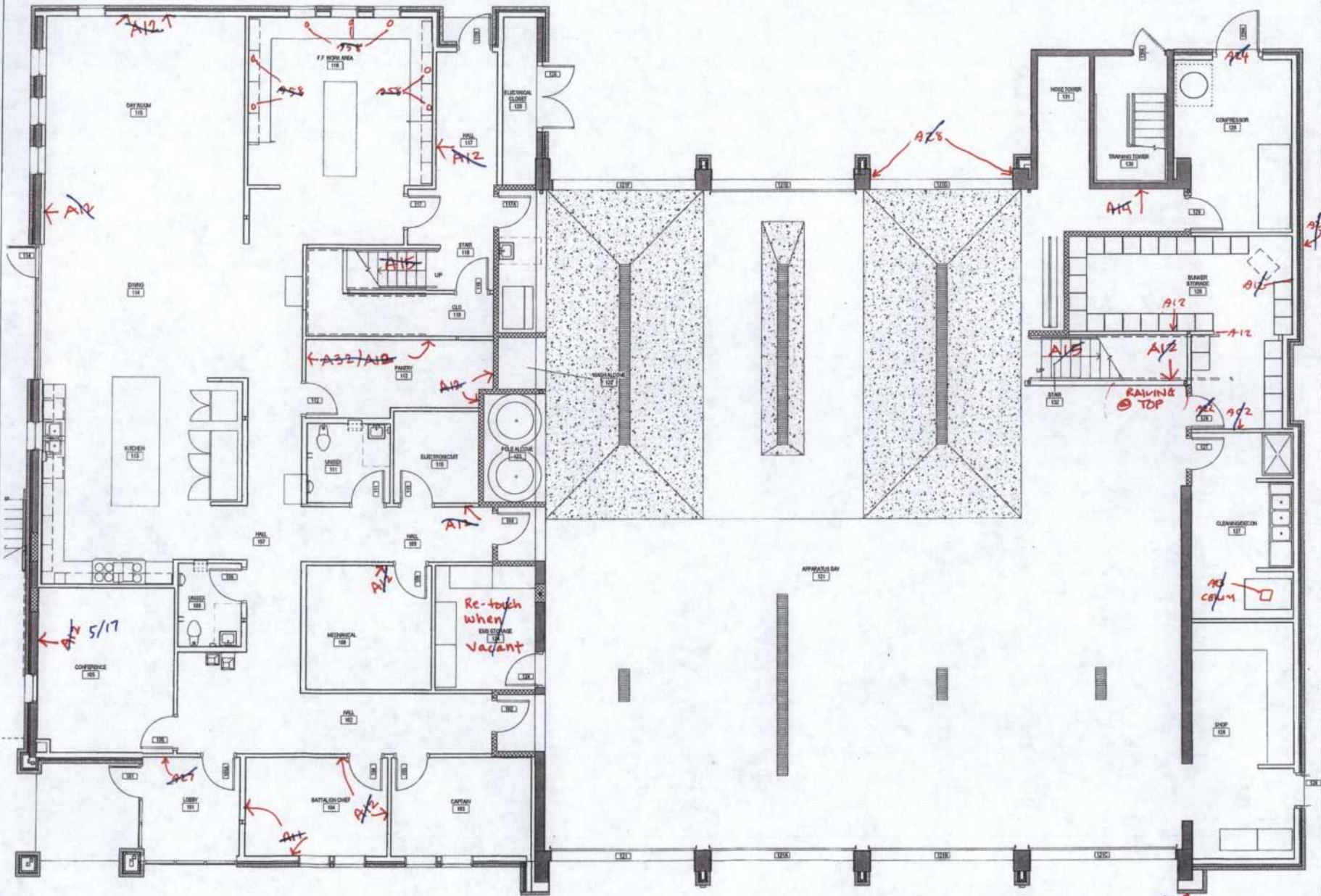
Dear Burke:

A site punch list review was performed on April 19, 2012. The following items are noted:

1. Domestic Hot Water and Cold Water are switched at the sinks in Toilet rooms 219 and 220. ✓ 5/10/12
2. No sink was installed in Toilet Rooms 106 and 111. ✓ 5/10/12
3. Install all fire sprinkler escutcheons. ✓ 5/10/12
4. Insulate exposed water lines in the mechanical rooms per the specification. ✓ 5/10/12
5. Fire Alarm Panel has trouble lights on. ✓ 5/10/12
6. Panel Schedules denote spare breakers where no breakers are installed. ✓ 5/10/12
7. 2' x 2' fixtures upstairs appear to have the wrong color lamps installed. ✓ 5/10/12

Sincerely,

M. Blaine Buck, P.E.  
Vice President



FIRST FLOOR PLAN

Punch List  
 Review 5/10/12  
 COMPLETE  
 5/17/12

CONSTRUCTION DOCUMENTS

REVISION	DESCRIPTION	DATE
1		01/12
2		01/12
3		01/12
4		01/12
5		01/12
6		01/12
7		01/12
8		01/12
9		01/12
10		01/12

DATE 1003/11  
 PROJECT# 1031-2  
 SHEET #

PL(A1-1)

ALL TRADES - BUREAU OF ARCHITECTURE  
 10/08/12 10:30 AM





# AIA® Document G704™ – 2000

## Certificate of Substantial Completion

**PROJECT:**  
*(Name and address)*  
Grand Junction Fire Station 1

**PROJECT NUMBER:** /10013  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** March 30, 2011

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO OWNER:**  
*(Name and address)*  
City of Grand Junction  
2549 River Road  
Grand Junction, CO 81505

**TO CONTRACTOR:**  
*(Name and address)*  
Shaw Construction LLC  
760 Horizon Drive  
Grand Junction, CO 81506

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

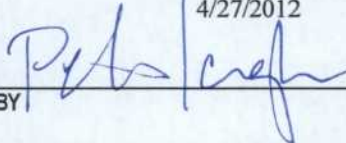
Entire building excluding site work outside of building drives.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**  
1 year

**Date of Commencement**  
4/27/2012

Blythe Group + CO  
ARCHITECT

BY 

06/25/12  
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** \$1,575.00

The Contractor will complete or correct the Work on the list of items attached hereto within Ninety (90) days from the above date of Substantial Completion.

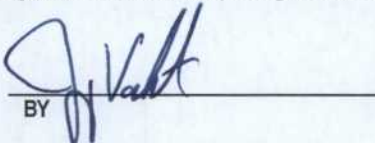
Shaw Construction LLC  
CONTRACTOR

BY 

6-15-12  
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 4:00 pm (time) on 4/27/2012 (date).

City of Grand Junction  
OWNER

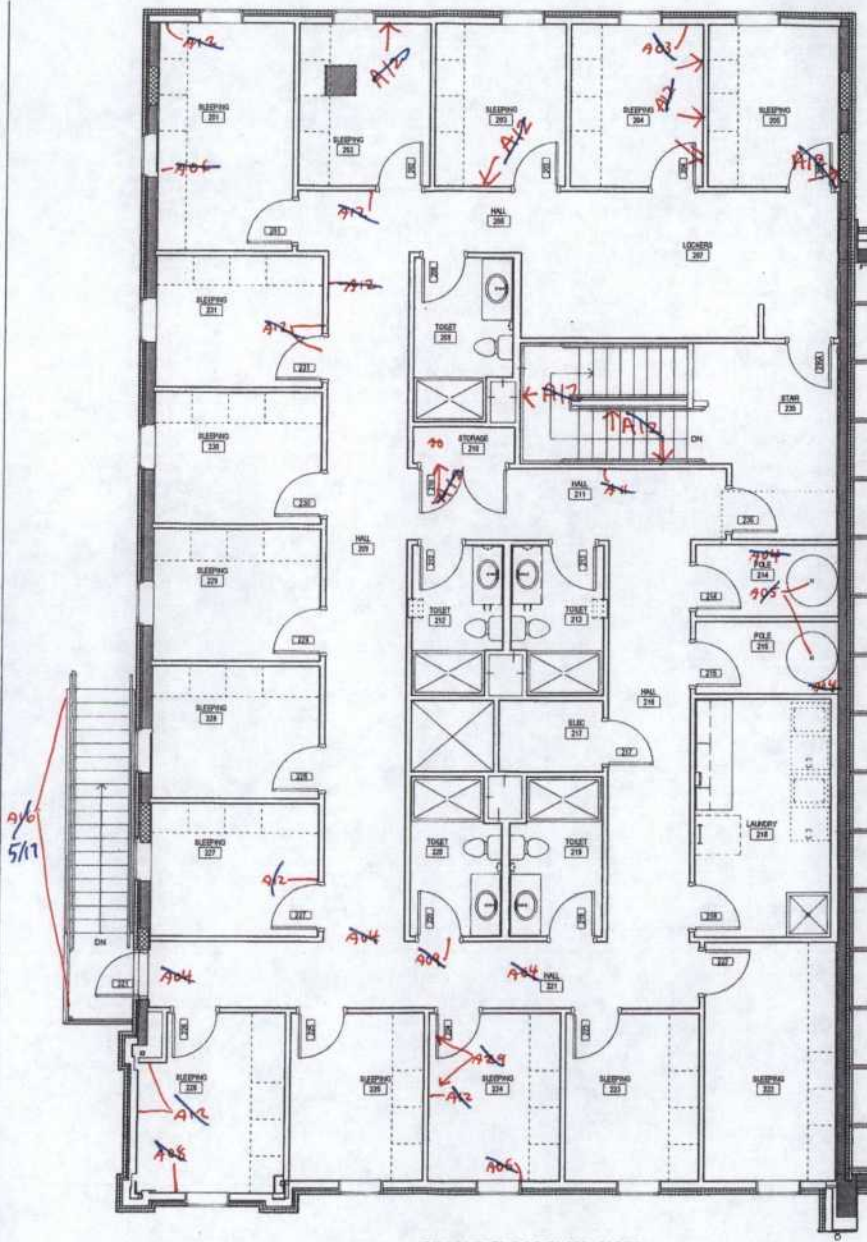
BY 

6-29-12  
DATE

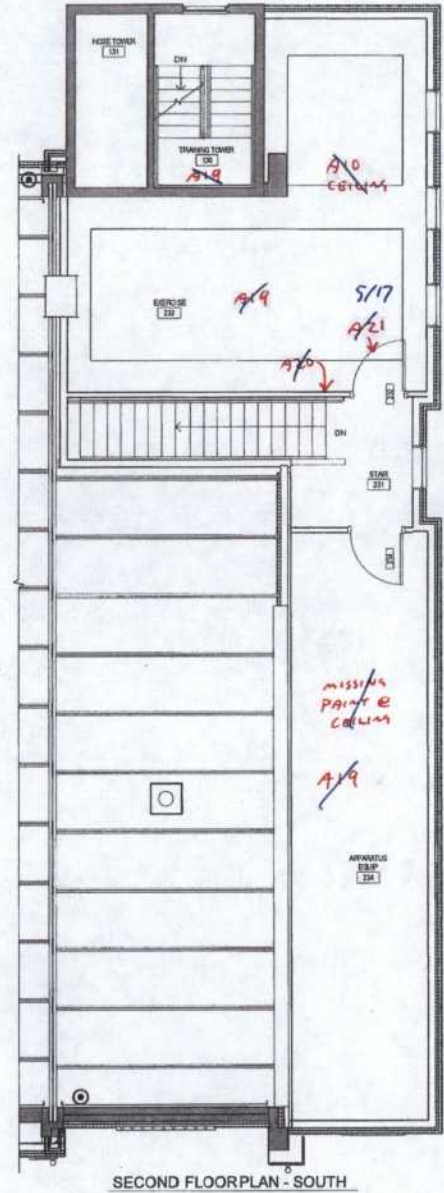
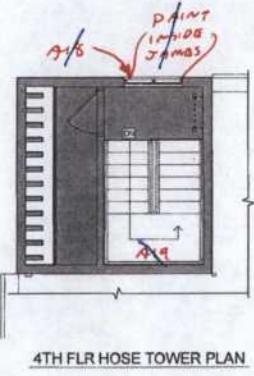
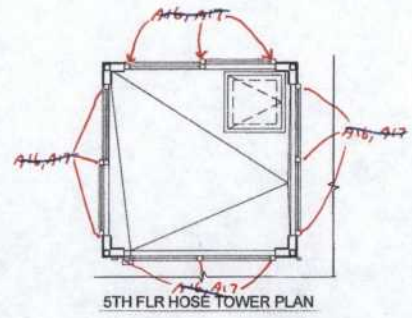
The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

The Owner shall be responsible for security, interior and exterior maintenance, heat, utilities and insurance for the Work referenced on this Certificate and for damage to the work-in-place which may result from the actions or negligence of the Owner, Owner's representatives or tenants and their guests.



SECOND FLOORPLAN - NORTH



SECOND FLOORPLAN - SOUTH

REVISION	DESCRIPTION	DATE
9	RFI-45	12/28/11
18	RFI-58	5/18/12

Printed by: MARIE MARTIN REILLY/CA  
 Project: 1031-2/PL(A1-2)



November 3, 2011  
November 22, 2011

**Contracting Party:** Mr. Jay Valentine  
Assistant Financial Operation Manager  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE:** Grand Junction Public Safety Facility  
BGCE Project # 9061.00

Dear Jay:

Per our recent conversations with Jim Finlayson, Information Services Manager, and based on information gained regarding COPS at our scoping meeting, additional commissioning services have been requested of Beaudin Ganze Consulting Engineers, Inc. (BGCE). The extents of the COPS or Designated Critical Operations Area (DCOA) are the areas as discussed in email correspondence with Jim Finlayson. With your approval, the following scope modifications and scope items will be made to BGCE's contract:

**I. Scope Modifications**

The services are inclusive of the commissioning systems matrix and the commissioning process as noted in the base contract. Refer to attached base contract for reference. Additional site visits and functional testing time has been accounted for in the listed fee. Additional reimbursable expenses have been estimated and are listed as a separate line item.

BGCE's commissioning scope is not intended to duplicate or relieve the contracting team's responsibility from fulfilling specified requirements for testing. BGCE's commissioning scope includes witnessing and compiling of said documentation to review and confirm compliance.

**1. Security Systems Commissioning Services**

- a. Access control stations (2 total)
- b. Card Readers (46 total)
- c. Gate Controllers with door monitors and loop detectors (12 total)
- d. Exterior parking (Pedestal, camera, card reader and intercom) (3 total)
- e. Controlled door and/or monitored contacts (68 total)
- f. NVR Stations (8 total)
- g. Initiation switches (2 total)
- h. Interview MFC's (10 total)
- i. CCTV (51 total)
- j. Panic buttons
- k. Activation buttons

**2. COPS Systems Commissioning Services**

- a. Normal power distribution system
  - i. Main distribution panels
  - ii. Panel boards
  - iii. Witness acceptance testing per specifications for distribution gear, panel boards and cables and related components.
- b. Emergency power distribution system
  - i. Emergency Generator (included in base fee)
  - ii. Automatic transfer switches
  - iii. Witness connected load test
  - iv. Witness acceptance testing per specifications for distribution gear, panel boards and

1626 Cole Boulevard, Suite 300, Building 7, Lakewood, CO 80401 • p. 303.278.3820 DENVER

ALBUQUERQUE DENVER FORT COLLINS LAKE TAHOE SACRAMENTO VAIL

www.bgce.com

Mr. Jay Valentine  
City of Grand Junction  
November 3, 2011  
Page - 2

- cables and related components.
- v. UPS system
- c. Normal and Emergency power Grounding Systems
  - i. Witness acceptance testing per specifications for distribution gear, panel boards and cables and related components.

FEE: ~~15,000~~ **SECURITY SYSTEMS COMMISSIONING AUTHORITY SERVICES: \$15,000**  
(~~Fifteen Thousand Dollars~~) with an estimated \$3,200 (Three Thousand Two Hundred Dollars) in reimbursable expenses.

~~11,200~~ **COPS SYSTEMS COMMISSIONING AUTHORITY SERVICES: \$11,200** (Eleven Thousand Two Hundred Dollars) with an estimated \$2,300 (Two Thousand Three Hundred Dollars) in reimbursable expenses.


If both Security Systems and COPS Systems commissioning services are selected the additional fee for this work will be \$22,825 (Twenty Two Thousand Eight Hundred Twenty Five Dollars) with an estimated \$4,800 (Four Thousand Four Hundred Dollars) in additional expenses. This work will be billed on a fixed fee basis at our current hourly and reimbursable expense rates, per the project contract.

This work will be invoiced as "GJPSF Security and Cops System Commissioning" as a point number to the base project number 9061.00.

We will proceed with these modifications upon receipt of your written approval.

If you have any questions, please call.

Sincerely,



Brad Staver PE, LEED AP  
Associate

Acceptance:

I hereby authorize Beaudin Ganze Consulting Engineers, Inc. to proceed with above scope modifications as follows:

- Approved. Please proceed with scope modifications indicated above.
- Not approved. Do not proceed with scope modifications indicated above.
- Approved with Changes. Proceed with scope modifications indicated above, but with changes as indicated here:



www.bgca.com

Mr. Jay Valentine  
City of Grand Junction  
November 3, 2011  
Page - 3

  
Authorized Signature

12/13/11  
Date

COPS SYSTEMS

  
Authorized Signature

3/29/12  
DATE





**AIA**<sup>®</sup>

# Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 015

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
*(Name and address)*  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
*(Name and address)*  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
*(Name and address)*  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

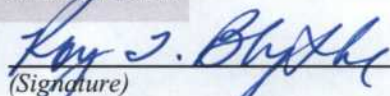
As follows:  
Add acoustical baffles / panels in Records 1009 and Briefing 1027 to meet recommendations in Acoustical Report from Geiler and Associates dated 07/22/11.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Increase in fee of \$840.

Time:  
One week for preparation of drawings and change document (PR).

**SUBMITTED BY:**



Roy T. Blythe, Secretary / Treasurer  
*(Printed name and title)*

9/10/12  
*(Date)*

**AGREED TO:**



Jay Valentine, Financial Operations Manager  
*(Printed name and title)*

9/17/12  
*(Date)*

Grand Junction Public Safety Facilities Additional Fee Summary

Project No. 1031-1

Date: 02/29/12

Additional Scope	Consultant											Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved	
		Blythe Group	Civil (City of GJ)	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer	Security Electronics	Acoustical										
<b>Amendment 01</b>																			
1. Adjust reimbursable markup listed in Contract		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total for Amendment 01</b>																		\$ -	
<b>Amendment 02 (911 / PD)</b>																			
2. Reconfigure VAP	\$	475	\$ -	\$ -	\$ -	\$ -	240	\$ 923	\$ 317	\$ -	\$ -	1,955	\$ 195	\$ 2,150	\$ -	\$ 2,150		06/30/11	
3. Reconfigure Lab area	\$	615	\$ -	\$ -	\$ -	\$ -	240	\$ 1,094	\$ 128	\$ -	\$ -	2,077	\$ 208	\$ 2,285	\$ -	\$ 2,285		06/30/11	
4. Reconfigure investigations interview rooms	\$	225	\$ -	\$ -	\$ -	\$ -	160	\$ 729	\$ -	\$ -	\$ -	1,114	\$ 111	\$ 1,226	\$ -	\$ 1,226		06/30/11	
<b>Total for Amendment 02</b>																		\$ 5,661	
<b>Amendment 03 (911 / PD)</b>																			
5. A/V and Acoustical design	\$	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ -	\$ 17,622		07/20/11	
<b>Total for Amendment 03</b>																		\$ 17,622	
<b>Amendment 04 (911 / PD)</b>																			
6. Additional energy modeling for Xcel rebates	\$	-	\$ -	\$ -	\$ -	\$ -	1,500	\$ -	\$ -	\$ -	\$ -	1,500	\$ 150	\$ 1,650	\$ -	\$ 1,650		08/08/11	
<b>Total for Amendment 04</b>																		\$ 1,650	
<b>Amendment 05</b>																			
7. Additional services for Landscape Architect	\$	-	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,990	\$ -	\$ 2,990	\$ -	\$ 2,990		08/11/11	
<b>Total for Amendment 05</b>																		\$ 2,990	
<b>Amendment 06 (911 / PD)</b>																			
8. OAC meetings (assumes 9 add. Mtgs, end in June)	\$	3,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,060	\$ 306	\$ 3,366	\$ -	\$ 3,366		11/14/11	
<b>Total for Amendment 06</b>																		\$ 3,366	
<b>Amendment 07 (911 / PD)</b>																			
9. OAC meetings (assumes 12 add. Mtgs, end in June)	\$	4,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,080	\$ 408	\$ 4,488	\$ -	\$ 4,488		02/28/12	
<b>Total for Amendment 07</b>																		\$ 4,488	
<b>Amendment 08 (FS1)</b>																			
10. Design for west awnings	\$	900	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,900	\$ -	\$ 1,900	\$ -	\$ 1,900		01/12/12	
<b>Total for Amendment 08</b>																		\$ 1,900	
<b>Amendment 09 (FS1)</b>																			
11. Front façade, patio, power, poles, card access	\$	3,274	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 3,200	\$ -	\$ -	6,974	\$ -	\$ 6,974	\$ -	\$ 6,974		02/15/12	
<b>Total for Amendment 09</b>																		\$ 6,974	
<b>Amendment 10 (911 / PD)</b>																			
12. Building and site security changes	\$	2,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342	\$ 6,321	\$ -	\$ -	8,703	\$ 870	\$ 9,573	\$ -	\$ 9,573		03/01/12	
13. Add security to Property and Evidence windows	\$	680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	680	\$ 68	\$ 748	\$ -	\$ 748		03/01/12	
14. Change Storage 1023 to Office	\$	505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	505	\$ 51	\$ 556	\$ -	\$ 556		03/01/12	
<b>Total for Amendment 10</b>																		\$ 10,876	
<b>Amendment 11 (911 / PD)</b>																			
15. Site security changes (Electrical and Landscape)	\$	-	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,978	\$ -	\$ -	\$ -	4,478	\$ -	\$ 4,478	\$ -	\$ 4,478			
16. Lighting controls updates for record documents	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,209	\$ -	\$ -	\$ -	2,209	\$ -	\$ 2,209	\$ -	\$ 2,209			
<b>Total for Amendment 11</b>																		\$ 6,687	
<b>Amendment 12 (FS2)</b>																			
17. Increase project scope (BG add includes TCA add)	\$	25,715	\$ -	\$ -	\$ 600	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	26,615	\$ -	\$ 26,615	\$ -	\$ 26,615			
<b>Total for Amendment 12</b>																		\$ 26,615	
<b>Amendment 13 (911 / PD)</b>																			
18. Decreased fee pertaining to PR 53	\$	(19,101)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(19,101)	\$ -	\$ (19,101)	\$ -	\$ (19,101)			
<b>Total for Amendment 13</b>																		\$ (19,101)	
<b>Amendment 14 (FS2)</b>																			
19. Evaluate multiple HVAC options for FS2	\$	440	\$ -	\$ -	\$ -	\$ -	930	\$ -	\$ -	\$ -	\$ -	1,370	\$ -	\$ 1,370	\$ -	\$ 1,370			
<b>Total for Amendment 14</b>																		\$ 1,370	
<b>Amendment 15 (911 / PD)</b>																			
20. Add acoustical baffles / panels to Briefing 1027	\$	840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	840	\$ -	\$ 840	\$ -	\$ 840			
<b>Total for Amendment 15</b>																		\$ 840	
<b>Totals</b>																			
	\$	23,748	\$ -	\$ 4,490	\$ 2,100	\$ 3,070	\$ 8,575	\$ 9,966	\$ 16,020	\$ -	\$ -	67,969	\$ 3,969	\$ 71,938	\$ -	\$ 71,938			
																<b>Grand Total:</b>	\$ 71,938		

Estimated Hours:	I.D. / Principal	Project Arch.	Arch. Intern I	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.	Arch. Intern II	AECOM AAI
1. Adjust reimbursable markup listed in Contract	0	0	0	0	0	0	0	0	0	0	0	0
2. Reconfigure VAP	1	3	1	3	2	3	3	0	1	1	0	0
3. Reconfigure Lab area	1	4	2	3	3	3	3	0	1	0	0	0
4. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	0	0	0	0	0
5. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0	0	0
6. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0	0	0
7. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0	0	0
8. OAC meetings (assumes 9 add. Mtgs, end in June)	0	36	0	0	0	0	0	0	0	0	0	0
9. OAC meetings (assumes 12 add. Mtgs, end in June)	0	48	0	0	0	0	0	0	0	0	0	0
10. Design for west awnings*	0	0	0	0	0	0	0	0	0	0	0	0
11. Front façade, patio, power, poles, card access*	0	0	0	0	0	0	0	0	0	0	0	0
12. Building and site security changes	0	24	0	0	0	2	0	0	32	0	0	0
13. Add security to Property and Evidence windows	0	8	0	0	0	0	0	0	0	0	0	0
14. Change Storage 1023 to Office	1	4	0	0	0	0	0	0	0	0	0	0
15. Site security changes (Electrical and Landscape*)	0	0	0	0	10	0	12	0	0	1	0	2
16. Lighting controls updates for record documents	0	0	0	0	10	0	4	0	0	1	0	0
17. Increase in design fee for scope increase *	0	0	0	0	0	0	0	0	0	0	0	0
18. Decrease fee pertaining to PR 53 *	0	0	0	0	0	0	0	0	0	0	0	0
19. Evaluate multiple HVAC options for FS2*	0	0	0	0	0	0	0	0	0	0	0	0
20. Add acoustical baffles / panels to Briefing 1027	2	6	0	0	0	0	0	0	0	0	0	0

Hourly Rates (per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern III / Job Captain	\$75.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00
Senior Security Engineer	\$197.53
AECOM Admin Assistant II	\$72.35

\* Hourly rates N/A for this portion: lump sum proposal





**AIA**<sup>®</sup>

# Document G802™ – 2007

## Amendment to the Professional Services Agreement

Amendment Number: 016

**TO:** City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

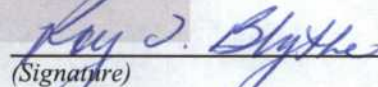
As follows:  
Add alerting system for Fire Station 2 renovation project.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$400.

Time:  
No adjustment.

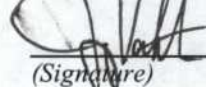
**SUBMITTED BY:**



Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

3/18/13  
(Date)

**AGREED TO:**



Jay Valentine, Financial Operations Manager  
(Printed name and title)

3/28/13  
(Date)

Grand Junction Public Safety Facilities Additional Fee Summary  
 Project No. 1031-1  
 Date: 02/29/12

Additional Scope	Consultant		Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer	Security Electronics	Acoustical	Fee Subtotal	Blythe Group Management	Design Subtotal	Reimb. Expenses	Total Cost	Total per Amendment	Date Approved
	Blythe Group	Civil (City of GJ)													
<b>Amendment 01</b>															
1. Adjust reimbursable markup listed in Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total for Amendment 01</b>														\$ -	
<b>Amendment 02 (911 / PD)</b>															
2. Reconfigure VAP	\$ 475	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ 923	\$ 317	\$ -	\$ 1,955	\$ 195	\$ 2,150	\$ -	\$ 2,150	06/30/11
3. Reconfigure Lab area	\$ 615	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ 1,094	\$ 128	\$ -	\$ 2,077	\$ 208	\$ 2,285	\$ -	\$ 2,285	06/30/11
4. Reconfigure Investigations Interview rooms	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ 160	\$ 729	\$ -	\$ -	\$ 1,114	\$ 111	\$ 1,226	\$ -	\$ 1,226	06/30/11
<b>Total for Amendment 02</b>														\$ 5,661	
<b>Amendment 03 (911 / PD)</b>															
5. A/V and Acoustical design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,020	\$ 16,020	\$ 1,602	\$ 17,622	\$ -	\$ 17,622	07/20/11
<b>Total for Amendment 03</b>														\$ 17,622	
<b>Amendment 04 (911 / PD)</b>															
6. Additional energy modeling for Xcel rebates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 1,650	\$ -	\$ 1,650	08/08/11
<b>Total for Amendment 04</b>														\$ 1,650	
<b>Amendment 05</b>															
7. Additional services for Landscape Architect	\$ -	\$ -	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,990	\$ -	\$ 2,990	\$ -	\$ 2,990	08/11/11
<b>Total for Amendment 05</b>														\$ 2,990	
<b>Amendment 06 (911 / PD)</b>															
8. OAC meetings (assumes 9 add. Mtgs, end in June)	\$ 3,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,060	\$ 306	\$ 3,366	\$ -	\$ 3,366	11/14/11
<b>Total for Amendment 06</b>														\$ 3,366	
<b>Amendment 07 (911 / PD)</b>															
9. OAC meetings (assumes 12 add. Mtgs, end in June)	\$ 4,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,080	\$ 408	\$ 4,488	\$ -	\$ 4,488	02/28/12
<b>Total for Amendment 07</b>														\$ 4,488	
<b>Amendment 08 (FS1)</b>															
10. Design for west awnings	\$ 900	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900	\$ -	\$ 1,900	01/12/12
<b>Total for Amendment 08</b>														\$ 1,900	
<b>Amendment 09 (FS1)</b>															
11. Front façade, patio, power, poles, card access	\$ 3,274	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 3,200	\$ -	\$ 6,974	\$ -	\$ 6,974	\$ -	\$ 6,974	02/15/12
<b>Total for Amendment 09</b>														\$ 6,974	
<b>Amendment 10 (911 / PD)</b>															
12. Building and site security changes	\$ 2,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342	\$ 6,321	\$ -	\$ 8,703	\$ 870	\$ 9,573	\$ -	\$ 9,573	03/01/12
13. Add security to Property and Evidence windows	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 680	\$ 68	\$ 748	\$ -	\$ 748	03/01/12
14. Change Storage 1023 to Office	\$ 505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 505	\$ 51	\$ 556	\$ -	\$ 556	03/01/12
<b>Total for Amendment 10</b>														\$ 10,876	
<b>Amendment 11 (911 / PD)</b>															
15. Site security changes (Electrical and Landscape)	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,978	\$ -	\$ -	\$ 4,478	\$ -	\$ 4,478	\$ -	\$ 4,478	
16. Lighting controls updates for record documents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,209	\$ -	\$ -	\$ 2,209	\$ -	\$ 2,209	\$ -	\$ 2,209	
<b>Total for Amendment 11</b>														\$ 6,687	
<b>Amendment 12 (FS2)</b>															
17. Increase project scope (BG add includes TCA add)	\$ 25,715	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 26,615	\$ -	\$ 26,615	\$ -	\$ 26,615	
<b>Total for Amendment 12</b>														\$ 26,615	
<b>Amendment 13 (911 / PD)</b>															
18. Decreased fee pertaining to PR 53	\$ (19,101)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (19,101)	\$ -	\$ (19,101)	\$ -	\$ (19,101)	
<b>Total for Amendment 13</b>														\$ (19,101)	
<b>Amendment 14 (FS2)</b>															
19. Evaluate multiple HVAC options for FS2	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 930	\$ -	\$ -	\$ -	\$ 1,370	\$ -	\$ 1,370	\$ -	\$ 1,370	
<b>Total for Amendment 14</b>														\$ 1,370	
<b>Amendment 15 (911 / PD)</b>															
20. Add acoustical baffles / panels to Briefing 1027	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 840	\$ -	\$ 840	\$ -	\$ 840	
<b>Total for Amendment 15</b>														\$ 840	
<b>Amendment 16 (FS2)</b>															
21. Add alerting system to FS2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ 400	\$ -	\$ 400	\$ -	\$ 400	
<b>Total for Amendment 16</b>														\$ 400	
<b>Totals</b>	\$ 23,748	\$ -	\$ 4,490	\$ 2,100	\$ 3,070	\$ 8,975	\$ 9,966	\$ 16,020	\$ 68,369	\$ 3,969	\$ 72,338	\$ -	\$ 72,338		
													<b>Grand Total:</b>	\$ 72,338	

Estimated Hours:	I.D. / Principal	Project Arch.	Arch. Intern I	Mech. Eng.	Senior Elec. Eng.	Elec. Eng.	Elec. CAD Tech.	Acoustician	Security Elec. Eng.	AECOM P.M.	Arch. Intern II	AECOM AAIL
1. Adjust reimbursable markup listed in Contract	0	0	0	0	0	0	0	0	0	0	0	0
2. Reconfigure VAP	1	3	1	3	2	3	3	3	0	1	1	0
3. Reconfigure Lab area	1	4	2	3	3	3	3	3	0	1	0	0
4. Reconfigure Investigations Interview rooms	0	2	1	2	2	2	2	2	0	0	0	0
5. A/V and Acoustical design *	0	0	0	0	0	0	0	0	0	0	0	0
6. Additional energy modeling for Xcel rebates *	0	0	0	0	0	0	0	0	0	0	0	0
7. Additional services for Landscape Architect *	0	0	0	0	0	0	0	0	0	0	0	0
8. OAC meetings (assumes 9 add. Mtgs, end in June)	0	36	0	0	0	0	0	0	0	0	0	0
9. OAC meetings (assumes 12 add. Mtgs, end in June)	0	48	0	0	0	0	0	0	0	0	0	0
10. Design for west awnings*	0	0	0	0	0	0	0	0	0	0	0	0
11. Front façade, patio, power, poles, card access*	0	0	0	0	0	0	0	0	0	0	0	0
12. Building and site security changes	0	24	0	0	0	2	0	0	32	0	0	0
13. Add security to Property and Evidence windows	0	8	0	0	0	0	0	0	0	0	0	0
14. Change Storage 1023 to Office	1	4	0	0	0	0	0	0	0	0	0	0
15. Site security changes (Electrical and Landscape*)	0	0	0	0	10	0	12	0	0	1	0	2
16. Lighting controls updates for record documents	0	0	0	0	10	0	4	0	0	1	0	0
17. Increase in design fee for scope increase *	0	0	0	0	0	0	0	0	0	0	0	0
18. Decreased fee pertaining to PR 53 *	0	0	0	0	0	0	0	0	0	0	0	0
19. Evaluate multiple HVAC options for FS2*	0	0	0	0	0	0	0	0	0	0	0	0
20. Add acoustical baffles / panels to Briefing 1027	2	6	0	0	0	0	0	0	0	0	0	0
21. Add alerting system to FS2*	0	0	0	0	0	0	0	0	0	0	0	0

Hourly Rates (per Contract):

Interior Designer / Principal	\$165.00
Project Architect	\$85.00
Architectural Intern III / Job Captain	\$75.00
Architectural Intern I	\$55.00
Mechanical Engineer	\$80.00
Senior Electrical Engineer	\$170.84
Electrical Engineer	\$115.85
Electrical CADD Tech	\$77.97
Security Electrical Engineer	\$127.88
AECOM Project Manager	\$188.94
Principal Acoustician	\$125.00
Acoustical Engineer	\$110.00
A/V Engineer	\$110.00
Senior Security Engineer	\$197.53
AECOM Admin Assistant II	\$72.35

\* Hourly rates N/A for this portion: lump sum proposal

 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 017

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO 81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

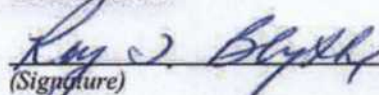
As follows:  
Reduce architectural fee by amount agreed to in meeting held on 03/22/13 pertaining to the request to exit function of the electronic locksets on the access control system.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Decrease in fee of \$3562

Time:  
Unchanged.

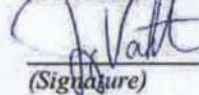
**SUBMITTED BY:**

  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

5/14/13  
(Date)

**AGREED TO:**

  
(Signature)

Jay Valentine, Financial Operations Manager  
(Printed name and title)

5/16/13  
(Date)

 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 018

TO: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 7, 2011

**BETWEEN** the Owner:  
(Name and address)  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

and the Architect:  
(Name and address)  
Blythe Group + co.  
618 Rood Ave.  
Grand Junction, CO81501

for the Project:  
(Name and address)  
Grand Junction Public Safety Complex  
Grand Junction, CO

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

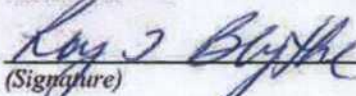
As follows:  
Additional services for acoustical testing and noise level recommendations.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Increase in fee of \$2984.00

Time:  
As needed to complete investigation, testing and recommendation report.

**SUBMITTED BY:**

  
(Signature)

Roy T. Blythe, Secretary / Treasurer  
(Printed name and title)

5/14/13  
(Date)

**AGREED TO:**

  
(Signature)

Jay Valentine, Financial Operations Manager  
(Printed name and title)

5/16/13  
(Date)



# GEILER & ASSOCIATES, LLC

*Consultants in Acoustics and Presentation Technologies*

April 3, 2013

Peter Icenogle  
**Blythe Design + Co.**  
618 Rood Avenue  
Grand Junction, CO 81501

Re: Scope of Services and Fee Proposal  
Grand Junction Public Safety Facilities -- Post Construction -- Grand Junction, Colorado

Dear Peter:

Geiler & Associates, LLC is pleased to submit this proposal to provide acoustic and AV design services for the Grand Junction Public Safety Facilities in Grand Junction, Colorado. As requested, the following the basic Scope of Services.

## **BASIC SCOPE OF SERVICES - WORK PLAN**

### **Included in this Scope**

1. Mechanical Noise Testing and Mitigation Recommendations
2. Interior Acoustic Testing and Recommendations

### **Exclusions from this Scope and would be an Add Service if Requested**

1. Additional out of town project meetings above those included in this scope of work.
2. Additional project site observations above those included in this scope of work.
3. Responses to any third party project views.
4. Interior Sound and Impact Isolation

### **Mechanical Noise Testing**

1. Conduct on site noise testing to determine the Noise Criteria "NC" levels and RT60 reverberation times within designated spaces. Total effort not to exceed one (1) man day.

### **Interior Acoustic Recommendation**

1. Provide recommendations for improving the interior acoustics as indicated by the Architect.
2. Prepare and submit a report summarizing the results of the analyses and recommendations.

### HVAC Noise Mitigation Recommendations

1. Based on the results of the HVAC noise testing, provide recommendations for mitigating the HVAC noise level down acceptable levels.
2. Prepare and submit a report summarizing the results of the analyses and recommendations.

#### Fee Breakdown

Acoustic Services	Fee
Design Documents & Recommendations	
Mechanical Noise Testing	US\$ 1,100.00
Interior Acoustic Recommendations	US\$ 942.00
<u>HVAC Noise Mitigation Recommendations</u>	<u>US\$ 942.00</u>
	US\$ 2,984.00

#### Reimbursable Charges

Reimbursable charges include the costs incurred in the course of this project. Reimbursable expenses are not included in the above labor fee structure and will be invoiced at cost.

#### Additional Services

Additional Services that are requested by the Client and not detailed in the Basic Scope of Services will be compensated on an hourly basis at the rates given in the rate schedule contained herein.

Principal Acoustician	US\$ 124.00/hour
Acoustical Engineer	US\$ 110.00/hour
A/V Engineer	US\$ 110.00/hour
Acoustical Designer	US\$ 95.00/hour
A/V Designer	US\$ 95.00/hour
Acoustic Computer Modeling	US\$ 90.00/hour
Expert Witness and Testimony	US\$ 200.00/hour
Production/Drafting	US\$ 85.00/hour
Acoustical Equipment, Use charge	US\$ 250.00/day

#### Payment Terms and Provisions

The fees listed above represent a lump sum total for labor. The fee schedule listed above is contingent upon receiving payment for professional services and reimbursable charges not later than 45 days from invoice presentment. Invoices not paid by 60 days from the presentment date shall incur a 1.5% per month service charge thereafter.

#### Limitation of Liability

The client agrees to limit the consultant's liability to the client and to all construction contractors and subcontractors on the project, due to the consultant's negligent acts, errors or omissions, such that the total aggregate liability of the consultant to all named shall not exceed \$500,000.00 or the project fee, whichever is greater.

**Insurance**

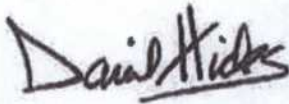
Consultant agrees to maintain the following minimum insurance coverage throughout the course of the project.

General Liability:		US\$1,000,000.00
Worker's Compensation:	US\$ 100,000.00/500,000.00/100,000.00	
Professional Liability:		US\$1,000,000.00
Hired Auto		US\$1,000,000.00

**Comments**

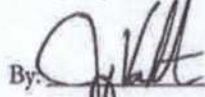
We appreciate the opportunity to work with you on this project. If you have any questions or would like to discuss the proposal, please call us at (303) 766-7100.

Sincerely,



Daniel Hicks, E.I.  
Acoustician/AV Designer

Accepting for Blythe Group,



By: \_\_\_\_\_

Title: Internal Services Manager

Date: 4/10/13



Jeff Geiler, P.E.  
Principal/Acoustician

Jeff  
Geil  
er

Digitally signed  
by Jeff Geiler  
DN: cn=Jeff  
Geiler, o=Geiler  
Associates, LLC,  
ou,  
email=jgeiler@ge  
ilerassociates.co  
m, c=US  
Date: 2013.04.03  
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