

PUBLIC SAFETY BUILDING REVIEW COMMITTEE
491 E. PIONEER AVENUE
HOMER, ALASKA

APRIL 29, 2014
TUESDAY, 5:15 P.M.
CITY HALL CONFERENCE ROOM- UPSTAIRS

**NOTICE OF MEETING
REGULAR MEETING**

1. CALL TO ORDER

2. APPROVAL OF THE AGENDA

3. APPROVAL OF MINUTES

A. Synopsis of the March 6, 2014 Regular Meeting

4. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS

5. PUBLIC HEARING

6. PENDING BUSINESS

7. NEW BUSINESS

A. Review and Discussion of Proposed Contract between City of Homer and Cornerstone General Contractors, Inc.

B. Discussion and Review of Additional Building Site

8. INFORMATIONAL ITEMS

9. COMMENTS OF THE AUDIENCE

10. COMMENTS OF THE CITY STAFF

11. COMMENTS OF THE COUNCILMEMBER *(If one is assigned)*

12. COMMENTS OF THE CHAIR

13. COMMENTS OF THE COMMITTEE

14. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR
Conference Room – Upstairs located at 491 E. Pioneer Avenue, Homer Alaska.

in the City Hall

Session 14-03 a Regular Meeting of the Public Safety Building Review Committee was called to order by Chair Ken Castner at 1:30 p.m. on March 6, 2014 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and opened with the Pledge of Allegiance.

PRESENT: COMMITTEE MEMBERS ROBL, PAINTER, CRANE, WYTHE, AND CASTNER
ALTERNATE COMMITTEE MEMBER MIOTKE

STAFF: CITY MANAGER WREDE
PUBLIC WORKS DIRECTOR MEYER
PROJECT MANAGER NELSEN
DEPUTY CITY CLERK KRAUSE

AGENDA APPROVAL

The agenda was approved by consensus of the committee.

PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA

There were none.

RECONSIDERATION

There were no items for reconsideration.

APPROVAL OF MINUTES

A. Meeting Synopsis for February 28, 2014

The February 28, 2014 synopsis was approved by consensus of the Committee.

VISITORS

There were no visitors scheduled.

STAFF AND COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS

There were no staff reports for this meeting.

PUBLIC HEARING

Chair Castner opened the public hearing. In the absence of public testimony Chair Castner closed the public hearing.

PENDING BUSINESS

A. Memorandum from the Deputy City Clerk re: Request to Adjourn to Executive Session for Review of Submitted Proposals.

Chair Castner requested a motion to adjourn to executive as outlined by the deputy city clerk.

ROBL/PAINTER – MOVED TO APPROVE THE MEMORANDUM FROM THE DEPUTY CITY CLERK TO ADJOURN TO EXECUTIVE SESSION.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Castner requested a motion to adjourn to executive session.

ROBL/PAINTER – MOVED TO ADJOURN TO EXECUTIVE SESSION.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Castner adjourned the meeting to executive session at 1:44 p.m. The Committee came back on record at 4:03 p.m.

Chair Castner requested a motion regarding the recommendation to Council.

ROBL/WYTHE - MOVED TO FORWARD THE MEMORANDUM DISCUSSED IN EXECUTIVE SESSION TO THE MAYOR AND CITY COUNCIL FOR ACTION.

WYTHE/ROBL - MOVED TO AMEND THE LANGUAGE IN ITEM #1 OF THE RECOMMENDATION TO REFLECT THE LANGUAGE IN THE RESOLUTION.

There was no discussion.

VOTE. (Amendment) YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VOTE. (Main) YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

INFORMATIONAL ITEMS

A. Memorandum from City Manager Wrede regarding adding an additional location for a possible building site.

Chair Castner stated that the City Manager has brought forth the Wildberry site as an additional possible building site for the project.

WYTHE/PAINTER – MOVED THAT THE COMMITTEE CONSIDER THE HOMER LAND HOLDING, LLC PROPERTY ON PIONEER AVENUE FOR ONE OF THE CONSIDERATION LOTS FOR THIS PROJECT.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

There were no comments from the audience present.

COMMENTS OF CITY STAFF

Mr. Meyer inquired if a fee proposal would be required. After a brief clarification it was noted that the resolution states that the City Manager will be directed to negotiate.

There were no other comments from staff present.

COMMENTS OF THE COUNCILMEMBER

Mayor Wythe thanked the committee and apologized for her tardiness she had this meeting scheduled for tomorrow. However, her assistant will be happy because she doesn't have to go to Kenai tomorrow.

COMMENTS OF THE CHAIR

Chair Castner will be on vacation for the next three weeks but will have his cell phone if there is anything pressing but he believes this will get some legs under it after Monday.

COMMENTS OF THE BOARD

Mr. Crane appreciated the opportunity to take part of a significant project in the city and lend whatever expertise that he can and he is encouraged to see the Anchorage fire department still using the policies that he developed years ago.

Chief Robl thought they made a good decision today and he is happy with the results.

Chief Painter had no comments.

ADJOURN

There being no further business to come before the Committee the meeting adjourned at 4:15 p.m. The next regular meeting will be scheduled at a later date and will be at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, and Alaska.

RENEE KRAUSE, CMC, DEPUTY CITY CLERK

Approved: _____

DRAFT AIA Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« City of Homer »« »
« »
« »
« »

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

« USKH, Inc »« »
« 2515 A Street »
« Anchorage AK »
« 99503 »

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

«Homer Public Safety Building»
« »
« »

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

« »

§ 1.2 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.

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

§ 1.4 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.

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

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

.1 General Liability

«One Million Dollars (\$1,000,000,000) »

.2 Automobile Liability

« One Million Dollars (\$1,000,000,000) »

.3 Workers' Compensation

« One hundred thousand Dollars (\$100,000) per injury
Five Hundred thousand Dollars (\$500,000) policy limits »

.4 Professional Liability

« One Million Dollars (1,000,000.000) »

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 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.

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

§ 2.4 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.

§ 2.5 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.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 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 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 for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, 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 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 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 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. 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.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 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.

§ 4.2.2 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, 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 4.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other (*Specify*)

« »

§ 4.3 ARBITRATION

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

§ 4.3.1.1 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.

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

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

§ 4.3.4 CONSOLIDATION OR JOINDER

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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 5.7.

§ 5.7 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.

§ 5.8 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 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

« Included in appendix A scope and fee »

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses outside of amounts indicated in appendix A scope and fee are in addition to compensation for the Architect's professional 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.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, 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 the Project as follows:

~~«to be negotiated on a as needed basis »~~

§ 6.4 PAYMENTS TO THE ARCHITECT

~~§ 6.4.1 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.~~

§ 6.4.2 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 « sixty » («60 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~« 1.5 » % « one point five percent »~~

§ 6.4.3 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.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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 4.3.

~~§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.~~

§ 7.3 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.

§ 7.4 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 8 SPECIAL TERMS AND CONDITIONS

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

« See appendix A scope and fee »

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

« Appendix A scope and fee
Appendix B indicated sites »

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

OWNER

ARCHITECT

(Signature)

« »« »

(Printed name and title)

(Signature)

« Dale R Smythe AIA » « Anchorage Regional
Manager, Architecture »

(Printed name and title)

DRAFT AIA® Document B203™ – 2007

Standard Form of Architect's Services: Site Evaluation and Planning

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

«Homer Public Safety Building»
« »

THE OWNER:
(Name, legal status and address)

«City of Homer»

THE ARCHITECT:
(Name, legal status and address)

«USKH, Inc»

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the « » day of « » in the year « ».
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|---------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | SITE EVALUATION AND PLANNING SERVICES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COMPENSATION |
| 6 | SPECIAL TERMS AND CONDITIONS |

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

«Initial preconstruction services scope of work and site maps from City of Homer, included in Appendix B»

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 deletions to the standard form text is available from the author and should be reviewed.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B203, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 2 SITE EVALUATION AND PLANNING SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Planning Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Site Evaluation and Planning Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Planning Services.

§ 2.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project. ~~These documents may include plats, replats, property subdivisions, waivers and variances, for zoning and other development guidelines.~~

§ 2.5 The Architect shall provide only the services specifically designated ~~below in appendix A~~ as the Architect's responsibility. The Architect shall perform the designated services in accordance with a service description located in ~~Section 2.6 or in an exhibit attached to this services document Appendix A.~~
(Designate the 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 2.6 or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

| Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below) |
|---|--|---|
| § 2.5.1 Program Analysis | Architect | See appendix A |
| § 2.5.2 Site Analysis and Selection | Architect | See appendix A |
| § 2.5.3 Site Context | Architect | See appendix A |
| § 2.5.4 Cultural Factor Analysis | Architect | See appendix A |
| § 2.5.5 Historic Resource Inventory | Architect | See appendix A |
| § 2.5.6 Site Development Planning | Architect | See appendix A |
| § 2.5.7 Detailed Site Utilization Studies | Architect | See appendix A |
| § 2.5.8 Utility Studies | Architect | See appendix A |
| § 2.5.9 Environmental Studies | Architect | See appendix A |
| § 2.5.10 Design Guidelines | Architect | See appendix A |
| § 2.5.11 Parking and Circulation Analysis | Architect | See appendix A |
| § 2.5.12 Economic Analysis | Architect | See appendix A |
| § 2.5.13 Estimate of the Cost of the Work | Architect | See appendix A |
| § 2.5.14 Planning and Zoning Analysis | Architect | See appendix A |
| § 2.5.15 Meetings and Presentations | Architect | See appendix A |

§ 2.6 DESCRIPTIONS OF SERVICES: A brief description of each Site Evaluation and Planning Service is provided below:
(If necessary, provide in Section 2.7 expanded or modified descriptions of the Site Evaluation and Planning Services listed below.)

AIA Document B203™ - 2007. Copyright © 2005 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:34:44 on 03/26/2014 under Order No.9869975740_1 which expires on 03/04/2015, and is not for resale.
User Notes: (1298542393)

§ 2.6.1 Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.

§ 2.6.2 Site Analysis and Selection: Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment, and labor and construction markets. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.

§ 2.6.3 Site Context: Describe physical characteristics and context of immediately surrounding area and a general land-use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate and uses.

§ 2.6.4 Cultural Factor Analysis: Research the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other cultural factors and analyze the impact of the proposed use on the surrounding sites and community.

§ 2.6.5 Historic Resource Inventory: Prepare an inventory of any historic structures, or other historic features on the site. Identify landmark features or structures as noted on local, city, county, state, or Federal inventory of historically significant buildings, places or features.

§ 2.6.6 Site Development Planning: Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

§ 2.6.7 Detailed Site Utilization Studies: Prepare a detailed site analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. Analyze surface and subsurface conditions, the soils report, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

§ 2.6.8 Utility Studies: Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

§ 2.6.9 Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.

§ 2.6.10 Design Guidelines: Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

§ 2.6.11 Parking and Circulation Analysis: Determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the Owner.

§ 2.6.12 Economic Analysis: Based on the above surveys, evaluations, studies and inventories, assess the extent of buildable area and the potential impact on development cost.

§ 2.6.13 Estimate of the Cost of the Work: Prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the Owner.

§ 2.6.14 Planning and Zoning Analysis: Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.

~~§ 2.6.15 Meetings and Presentations: Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.~~

§ 2.7 EXPANDED DESCRIPTION OF SERVICES

(In the space below, provide expanded or modified descriptions of the Site Evaluation and Planning Services listed above, add other services as space permits, or refer to an exhibit attached to this document.)

~~←→ Please see Appendix A~~

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 The Architect shall provide Site Evaluation and Planning Services exceeding the limits set forth below as Additional Services. When the limits ~~below described by the scope in Appendix A~~ are reached, the Architect shall notify the Owner:

- ~~1. ←→ (←→) visits to the site by the Architect over the duration of the services~~
- ~~2. ←→ (←→) presentations of any portion of the Services as requested by the Owner~~
- ~~3. ←→ (←→) meetings with any boards, committees or other required groups~~

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The Owner shall conduct tours and explain the property's original, current and anticipated future use.

~~§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; 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.~~

~~§ 4.5 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.~~

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Site Evaluation and Planning Services described under Article 2, the Owner shall compensate the Architect as follows:
(Insert amount of or basis for, compensation.)

~~←→ Lump sum amount of Two Hundred Ninety-seven Nine Hundred Ten Dollars and Eighty cents, \$297,910.80~~

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

~~←→ A negotiated lump sum or on a time and material basis using current USKH billing rates.~~

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus ~~«ten~~ percent (~~«10~~ %), or as otherwise stated below:

§ 5.3

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Planning, if any, are as follows:

→ See Appendix A



Homer Public Safety Building

I. Task A -Fire and Police Station Building Program

A. Space Needs Assessment

1. Information Gathering (USKH/Berry)
 - a) Issue questionnaire to Homer leadership and key Fire and Police positions.
 - b) Obtain base information from Police, Fire, and City Administration, including current and projected staffing levels, authorized sworn officer to population ratio, vehicle types and count, and other information needed concerning existing and proposed operations and staffing.
 - c) Trip to Homer:
 - (1) Kick-Off Meeting with City for discussion of objectives and scope, and procedures for implementing the study. In addition to project organization, discuss background issues, such as City historic relationships, community perceptions, influences on and uniqueness of the community. Discuss unique needs of police and fire facilities. Also discuss facility issues such as existing buildings, sites, images, character and quality, historic status, shared facilities, future programs and concerns
 - (2) Workshop (Multiple): Group and individual interviews as required determining existing or proposed work patterns, desired adjacencies and needs in the facilities.
 - (3) Tour existing police and fire facilities to help understand current and proposed operations.
 - (4) Public Meeting #1: Meet with interested members of public and City representatives. Explain the overall scope of and process for the project. Serve as facilitator for open forum to receive public input for the study, and begin consensus building for the project.
 - (5) Deliverable-Meeting Notes: Provide written meeting notes of workshops and individual interviews for City review. Revise as noted by the City.
2. Space Standards (Berry)
 - a) Provide space diagrams of typical areas to assist the City in establishing space standards for various offices, work stations, living spaces, vehicles, equipment, and other specific areas.

3. Space Needs Projection (Berry)
 - a) Provide Space Needs Charts for current and for the future need, (20 year recommended) based on current and projected staffing requirements and selected space standards. Consider Departmental space sharing.
4. Adjacency Diagrams (USKH/Berry)
 - a) Provide "Bubble Diagrams" to illustrate needed horizontal adjacency, circulation, security, and efficient work requirements. Diagram or chart preferred vertical adjacencies. These diagrams will be used to illustrate departmental relationships.
5. Site Selection Criteria (USKH/Berry)
 - a) Prepare site selection criteria. Discuss relevant issues including site size, building and site configuration, location, operational efficiency, response times, security, image, access.
 - b) Site research; investigate available public information about selected sites to include in criteria limited to zoning, alignment with comprehensive plans, utilities, contaminated soils, water and subsurface rights, liens, right of way encroachment, wetlands, ownership history, title report, geotechnical research and demolition requirements. (Does not include a geotechnical report for each site.)
6. Draft Presentation – Phase I (USKH/Berry)
 - a) The presentation effort concludes Phase I. The resulting Meeting Notes, Space Standards, Space Projections, Adjacency Diagrams and Site selection criteria will be presented in draft form.
 - b) Public Meeting #2. Meet with City representatives for presentation of initial draft report. City review and approval before final draft of Phase I.
 - c) Deliverables: Draft and Final report in PDF format 8.5" x 11" and 11" x 17" sheets - USKH fee allows for one round of revisions by Homer between draft and final report.

II. Task B - Site Selection and Concept design

- A. Site Selection (USKH/Berry/Cornerstone)
 1. The team will analyze presented sites base on the agreed selection criteria and consider the highest scoring two sites.
- B. Initial Concept Design
 1. Building design (USKH/Berry/Cornerstone)
 - a) Based on space needs and bubble diagrams the team will develop concept design for the two top scoring potential sites- Concepts will include building plans and sections for the purposes of contractor Rough Order of magnitude pricing.
 2. Site design (USKH/Berry/Cornerstone)
 - a) Based on research of site and building needs a concept site design will be done on the two top scoring potential sites- Concepts will include drives, building foot print and probable cut and fill, utility upgrades and easements for purposes of contractor rough order of magnitude pricing.

3. Contractor Pricing; Pricing will be included as an appendix to the initial concept report drawings. Pricing will be Rough Order of Magnitude and is for comparison purposes only. Material and labor costs will change between concept design and actual project funding.
 4. Deliverables; USKH will provide 11 x 17" PDF drawing files for use as 22 x 34" boards or for inclusion in digital reports. Drawings will include site layout, scaled floor plans with doors and windows, building sections elevations and roof plans.
 5. Public Meeting #3; Presentation to Homer staff and public
 - a) USKH will present as needed in Homer over a two day period for input.
 - b) USKH has allowed for one review and revision of the two concepts based on final direction by the city of Homer.
- C. Final Concept Design (USKH/Berry)
1. Building and Site Design
 - a) The team will further refine the selected single concept with input from the City of Homer staff and Value engineering concepts with Cornerstone.
 - b) Master Plan; the final concept will show potential for expansion based on future plans for related departments.
 2. Contractor Pricing; Pricing will be included as an appendix to the final concept report drawings. Pricing will be Rough Order of Magnitude and is for planning purposes only. Material and labor costs will change between concept design and actual project funding.
 3. Deliverables; USKH will provide 11 x 17" PDF drawing files for use as 22 x 34" boards or for inclusion in digital reports. Drawings will include site layout, scaled floor plans with doors and windows, building sections elevations and roof plans. Report will include rough order of magnitude pricing for the single option.
 4. Public Meeting #4; Presentation to Homer staff and public
 - a) USKH will present as needed in Homer over a two day period for input.
 - b) USKH has allowed for one review and revision of the final concept based on final direction by the city of Homer.

III. Task C- Public Involvement

A. Introduction and Outreach

1. Create draft public involvement outreach materials (poster, news release, fact sheet, maps and graphics, website blurb and you tube "Host Tours"). Work with client and/or a focus group to finalize outreach materials.
2. Work with client to create a project contact and outreach list with stakeholders, "thought leaders," media, interested organizations, and a list of sites for posting updated project information (library, post office, city hall).
3. Conduct Stakeholder Interviews with approximately 12 thought leaders "off-record" with questions focused on project needs, opportunities, and challenges. Develop a Summary Themes Poster to share aggregated input.
4. Finalize outreach materials and distribute community wide to help advertise Public Meeting #1
5. Public Meeting #1 - Kick off Open House. USKH provides posters, an agenda, and an input form. Meeting focus is clarification of the project need (possibly including tours or viewing of the video), scope, and timeline. Input is sought on site selection criteria.
 - a) Compile Meeting Input Notes and draft "Site selection criteria." Work with client and/or a focus group to finalize and weight criteria as part of other task efforts

B. Seek Involvement and Input

1. Public Meeting #2 – Site analysis and space need Open House. USKH provides posters, an agenda, and an input form. Meeting focus is on sharing project progress. Input is sought on the preferred site(s) and draft space needs analysis and ideas/themes to consider during Concept Design.
2. Compile meeting input notes. Update outreach materials to present preferred site(s), draft space needs, with justification based on the criteria analysis and public input. Work with client and/or a focus group to finalize outreach materials then issue as a press release and distribute community wide, timed to coincide with the release of the Draft and Final report with more details.
3. Public Meeting #3 - Preliminary Concept Design Open House. USKH provides posters, an agenda, and an input form. Alternative design concepts specific to the preferred site(s) are presented and input is gathered that helps the team move toward a final concept.
4. Compile meeting input notes. Update outreach materials to present the preferred design alternative. Work with client and/or a focus group to finalize outreach materials and then issue as a press release and distribute community wide, timed to invite participation to the final public meeting.

C. Finalize and Seek Support

1. Public Meeting #4 - Final Concept Design Open House. USKH provides posters, an agenda, and a station where community members can write letters of support. A final Concept Design is presented with back-up displays from previous meetings that convey the project evolution, given that this meeting is likely to be in the fall and community members who were busy over the summer may be attending this as their first meeting. Cost information is also presented with a target timeline and funding strategy.
2. Compile meeting input notes and letters of support. Develop project promotional materials to use with legislative funding request.
3. Seek funding. Cornerstone will support the project through their AGC work and USKH will support it through efforts in Juneau. The Homer/USKH/Cornerstone team will seek to get the project on the Governor's budget in December 2014. These efforts will coordinate with community partners and project supporters.

IV. Proposed schedule (tentative-to be modified after kickoff)

| Task | Major meetings | Start | End |
|---|---|---------|----------------------|
| Task A/C-Homer Kick Off and Public meeting #1 | Kickoff -5/21/14 Meeting #1- 5/22/14 | 5/14/14 | 5/25/14 |
| Task A/C-Homer Kick Off and Public meeting #1 Notes to city for review | | 5/14/14 | 5/30/14 |
| Task A/C- Draft presentation and Public meeting #2 | Meeting #2-6/30/14 | 6/1/14 | 6/30/14 |
| Task A/C- Draft presentation and Public meeting #2 (revisions) | | 7/1/14 | 7/6/14 |
| Task B/C- Site selection and concept design Draft and Public meeting #3 | Meeting #3-8/18/10 | 5/14/14 | 8/18/14 |
| Task B/C- Site selection and concept design Final and Public meeting #4 | Meeting #4-8/31/14 (9/20/14-better) | 8/19/14 | 8/31/14 (9/20/14) |



2515 A Street
Anchorage, AK 99503-2709
Fee Estimate for Professional Services
Prepared by: Dale Smythe

1435500
Homer Public Safety Building pre design
City of Homer
Mar 27, 2014

SUMMARY OF LABOR AND EXPENSES

| Task No. | Task Name | All Disciplines | Subconsultant(s) | Subconsultant Markup (10%) | Expenses by Task | Subtotal |
|----------|---|-----------------|------------------|----------------------------|------------------|--------------|
| 1 | Task A- Fire and Police Building Program | 49,310.00 | 72,028.00 | 7,202.80 | 4,950.00 | \$133,490.80 |
| 2 | Task B- Site Selection and Concept Design | 78,270.00 | 20,000.00 | 2,000.00 | 7,450.00 | \$107,720.00 |
| 3 | Task C-Public Involvement | 53,200.00 | 0.00 | 0.00 | 3,500.00 | \$56,700.00 |
| Total | | \$180,780.00 | \$92,028.00 | \$9,202.80 | \$15,900.00 | \$297,910.80 |

NOTES

| | |
|----|--|
| 1 | Fee does not include formal geotechnical reports, on site drilling or excavation |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |



| LABOR BREAKDOWN: ALL DISCIPLINES | | | | | | | | | | | | | | | TOTAL COST | TOTAL HOURS |
|---|---------------------|--------------------|------------|---------------------------------|-------------------------|------------------------------|------------------------------|------------------------------|----------------------|--------------------------|-------------------|----------------------------|-----------------------|--|---------------|----------------|
| Personnel Classification | Senior Architect II | Senior Architect I | Planner II | Survey Designer / Technician II | Senior Civil Engineer I | Senior Mechanical Engineer I | Senior Electrical Engineer I | Senior Structural Engineer I | Project Assistant II | Administrative Assistant | Graphics Designer | Architectural CAD Operator | Planner in Training I | | | |
| Rate | \$160.00 | \$145.00 | \$135.00 | \$115.00 | \$145.00 | \$155.00 | \$155.00 | \$155.00 | \$85.00 | \$70.00 | \$95.00 | \$90.00 | \$90.00 | | | |
| 1 Task A- Fire and Police Building Program | | | | | | | | | | | | | | | | |
| Project Management | 14 | | | | | | | | | | | | | | \$2,240.00 | 14 |
| Kickoff site visit (3 days) A.1 | 24 | 24 | | | | | | | | | | | | | \$7,320.00 | 48 |
| Adjacency Diagram/Site Criteria A.4/A.5 | 40 | 20 | | | 4 | 4 | 4 | 4 | | 40 | 12 | 60 | | | \$21,080.00 | 188 |
| Draft Presentation A.6.a,b,c | 40 | 60 | | | | | | | | 12 | | | | | \$15,940.00 | 112 |
| Quality Control | 8 | | | | 1 | 1 | 1 | 1 | | 12 | | | | | \$2,730.00 | 24 |
| Totals for Task 1 | 126 | 104 | 0 | 0 | 5 | 5 | 5 | 5 | 0 | 64 | 12 | 60 | 0 | | \$49,310.00 | 386 |
| 2 Task B- Site Selection and Concept Design | | | | | | | | | | | | | | | | |
| Project Management | 16 | | | 8 | | | | | | | | | | | \$3,480.00 | 24 |
| Site Research | 8 | 12 | 16 | 24 | 4 | | | | | 6 | | | | | \$8,940.00 | 70 |
| Site Concept Design A.1 | 12 | 8 | 16 | | 12 | | | | | | | 60 | | | \$12,380.00 | 108 |
| Building Concept Design A.2 | 60 | 40 | | | | 12 | 12 | 12 | | | | 60 | | | \$26,380.00 | 196 |
| Presentation (2 days) A.5 | 16 | 16 | | | | | | | | 6 | | | | | \$5,300.00 | 38 |
| Final Concept B.1-B.3 | 20 | 20 | | | | | | | | | | | | | \$6,100.00 | 40 |
| Deliverables A.4/ B.3 | 20 | 10 | | | | | | | | 12 | | | | | \$5,490.00 | 42 |
| Presentation (2 days) B.4 | 16 | 16 | | | | | | | | 12 | | | | | \$5,720.00 | 44 |
| Quality Control | 16 | | 8 | | | | | | | 12 | | | | | \$4,480.00 | 36 |
| Totals for Task 2 | 184 | 122 | 40 | 32 | 16 | 12 | 12 | 12 | 0 | 48 | 0 | 120 | 0 | | \$78,270.00 | 596 |
| 3 Task C-Public Involvement | | | | | | | | | | | | | | | | |
| Project management | 20 | | | | | | | | | | | | | | \$3,200.00 | 20 |
| Intro and outreach | | | 46 | | | | | | | 10 | | | | | \$6,910.00 | 56 |
| Public meeting #1/notes | | | 32 | | | | | | | 10 | | | 14 | | \$6,280.00 | 56 |
| Seek involvement and input | | | 16 | | | | | | | | | | | | \$2,160.00 | 16 |
| Public meeting #2/notes | | | 46 | | | | | | | 10 | | | 32 | | \$9,790.00 | 88 |
| Public meeting #3/notes | | | 40 | | | | | | | 10 | | | 32 | | \$8,980.00 | 82 |
| Finalize and seek support | | | 20 | | | | | | | | | | 28 | | \$5,220.00 | 48 |
| Public Meeting #4/notes | | | 26 | | | | | | | 10 | | | 20 | | \$6,010.00 | 56 |
| Quality Control | 12 | | 14 | | | | | | | 12 | | | | | \$4,650.00 | 38 |
| Totals for Task 3 | 32 | 0 | 240 | 0 | 0 | 0 | 0 | 0 | 0 | 62 | 0 | 0 | 126 | | \$53,200.00 | 460 |
| ALL DISCIPLINES LABOR TOTALS | | | | | | | | | | | | | | | \$180,780.00 | 1,444 |



2515 A Street
Anchorage, AK 99503-2709
Fee Estimate for Professional Services
Prepared by: Dale Smythe

1435500
Homer Public Safety Building pre design
City of Homer
Mar 27, 2014

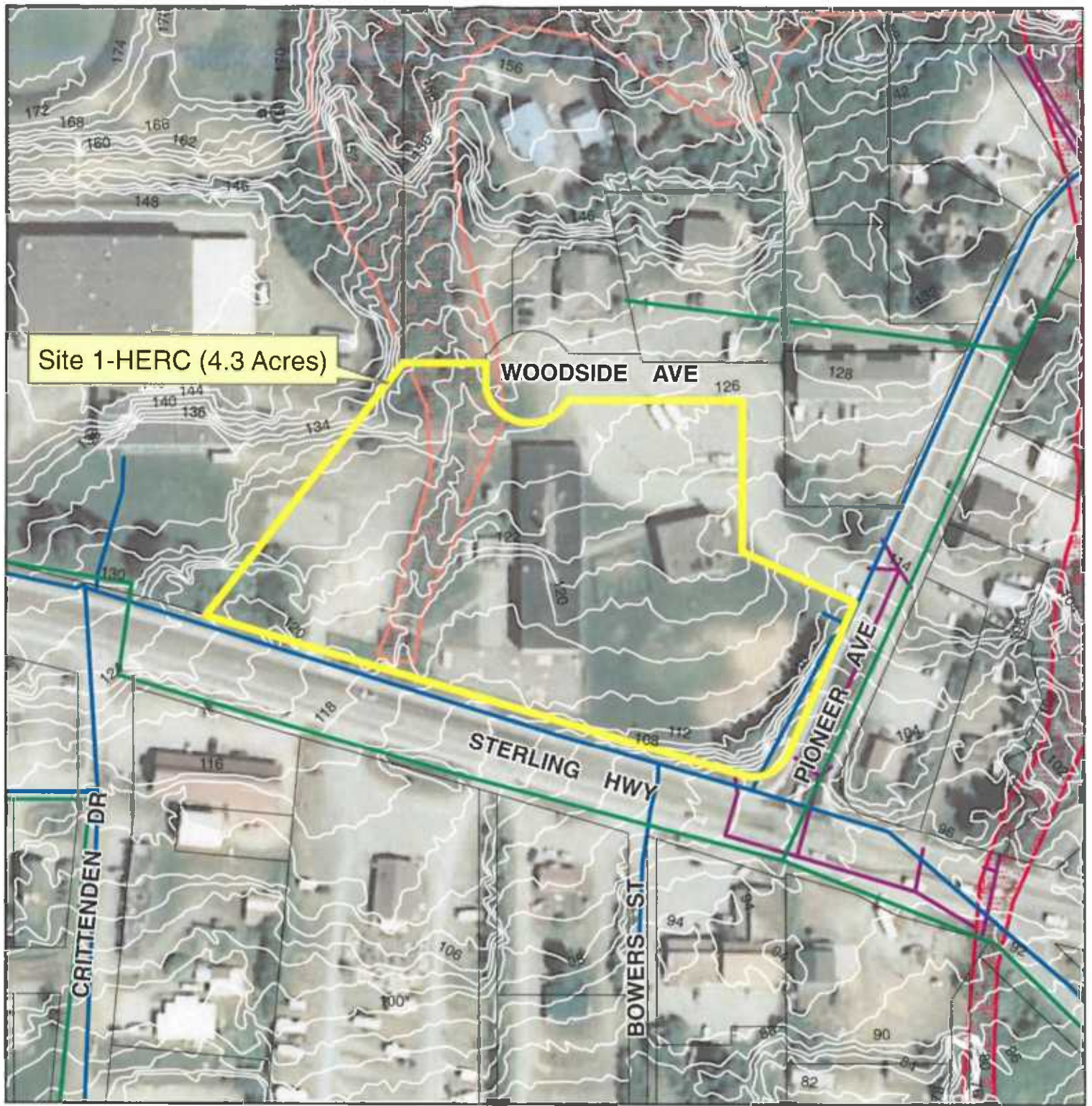
| SUBCONSULTANTS | | | |
|----------------------|---|--------------|---------|
| | Subconsultant(s) | Amount | Remarks |
| 1 | Task A- Fire and Police Building Program | | |
| | Jack W. Berry & Associates, Inc. | 72,028.00 | |
| | Cornerstone Construction | 0.00 | |
| | | | |
| Totals for Task 1 | | \$72,028.00 | |
| 2 | Task B- Site Selection and Concept Design | | |
| | Jack W. Berry & Associates, Inc. | 0.00 | |
| | Cornerstone Construction | 20,000.00 | |
| | | | |
| Totals for Task 2 | | \$20,000.00 | |
| 3 | Task C-Public Involvement | | |
| | Jack W. Berry & Associates, Inc. | 0.00 | |
| | Cornerstone Construction | 0.00 | |
| | | | |
| Totals for Task 3 | | \$0.00 | |
| Subtotal | | 92,028.00 | |
| 10% Markup | | 9,202.80 | |
| SUBCONSULTANT TOTALS | | \$101,230.80 | |



2515 A Street
Anchorage, AK 99503-2709
Fee Estimate for Professional Services
Prepared by: Dale Smythe

1435500
Homer Public Safety Building pre design
City of Homer
Mar 27, 2014

| EXPENSES BREAKDOWN | | | | | | |
|--------------------|---|----------|---------|------------|-------------|-----------------------------|
| Item Description | | Quantity | Units | Rate | Total | Remarks |
| 1 | Task A- Fire and Police Building Program | | | | | |
| | Meeting #1 lodging | 12 | nights | \$200.00 | 2,400.00 | 6 people 2 nights each |
| | Meeting #1 airfair | 6 | flights | \$425.00 | 2,550.00 | 6 people-Anchorage/Homer RT |
| Totals for Task 1 | | | | | \$4,950.00 | |
| 2 | Task B- Site Selection and Concept Design | | | | | |
| | Meeting #2 lodging | 12 | nights | \$200.00 | 2,400.00 | 6 people 2 night each |
| | Meeting #2 airfare | 6 | flights | \$425.00 | 2,550.00 | 6 people-Anchorage/Homer RT |
| | Meeting #3 lodging | 4 | nights | \$200.00 | 800.00 | 4 people 1 night each |
| | Meeting #3 airfare | 4 | flights | \$425.00 | 1,700.00 | 4 people-Anchorage/Homer RT |
| Totals for Task 2 | | | | | \$7,450.00 | |
| 3 | Task C-Public Involment | | | | | |
| | Meeting #4 lodging | 4 | nights | \$200.00 | 800.00 | 4 people 1 night each |
| | Meeting #4 airfare | 4 | flights | \$425.00 | 1,700.00 | 4 people-Anchorage/Homer RT |
| | Material printing allowance | 1 | | \$1,000.00 | 1,000.00 | as indicated in scope |
| | | | | | 0.00 | |
| Totals for Task 3 | | | | | \$3,500.00 | |
| EXPENSES TOTALS | | | | | \$15,900.00 | |



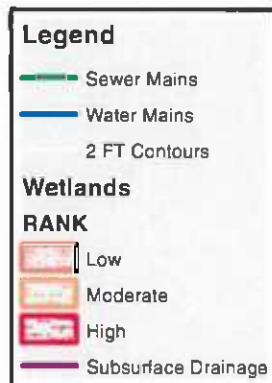
Proposed Public Safety Building Site Site 1-HERC (4.3 Acres)

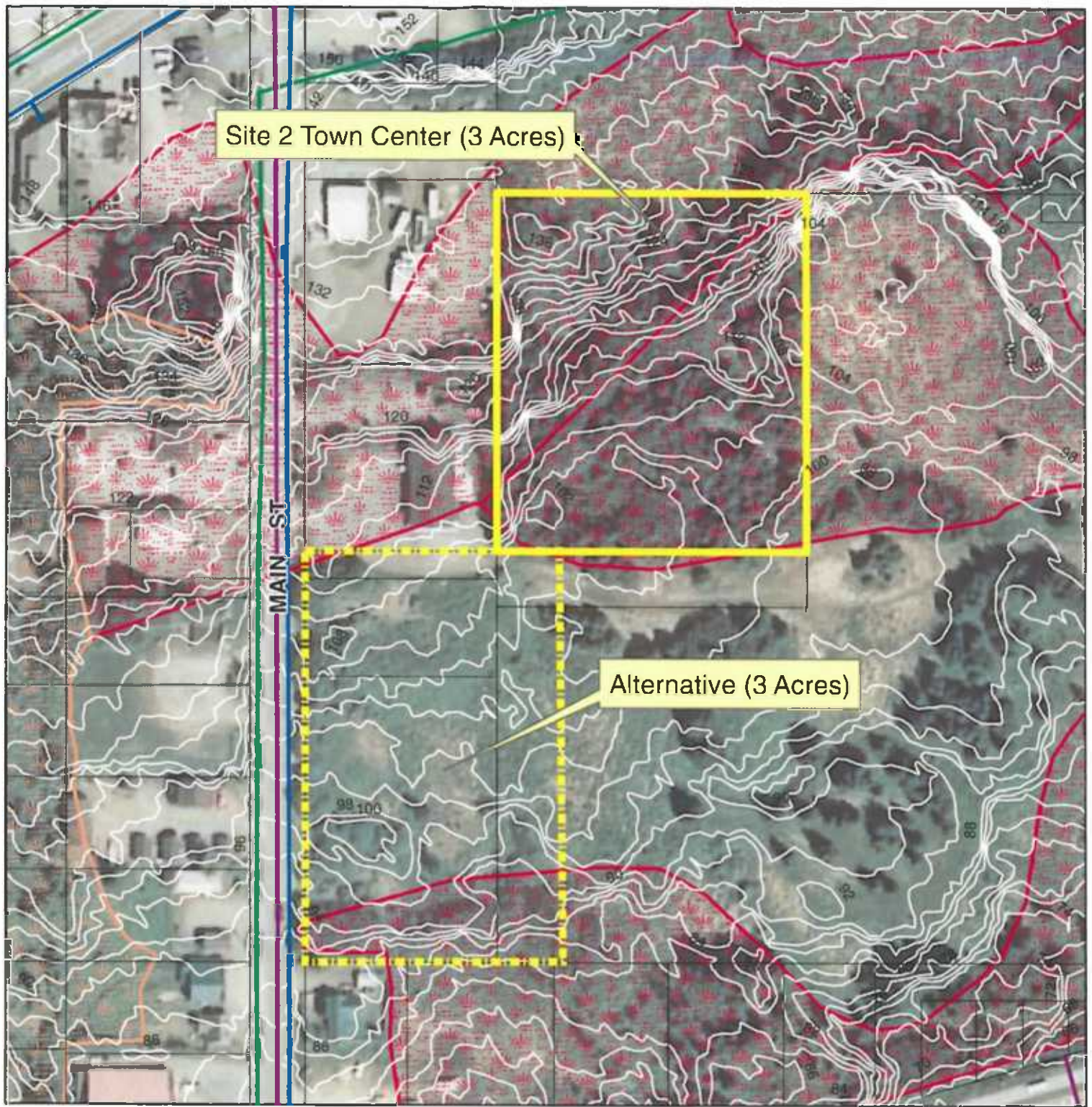


N



0 50 100 200 300 Feet

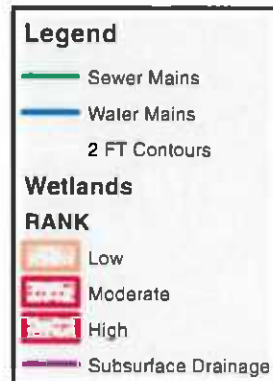


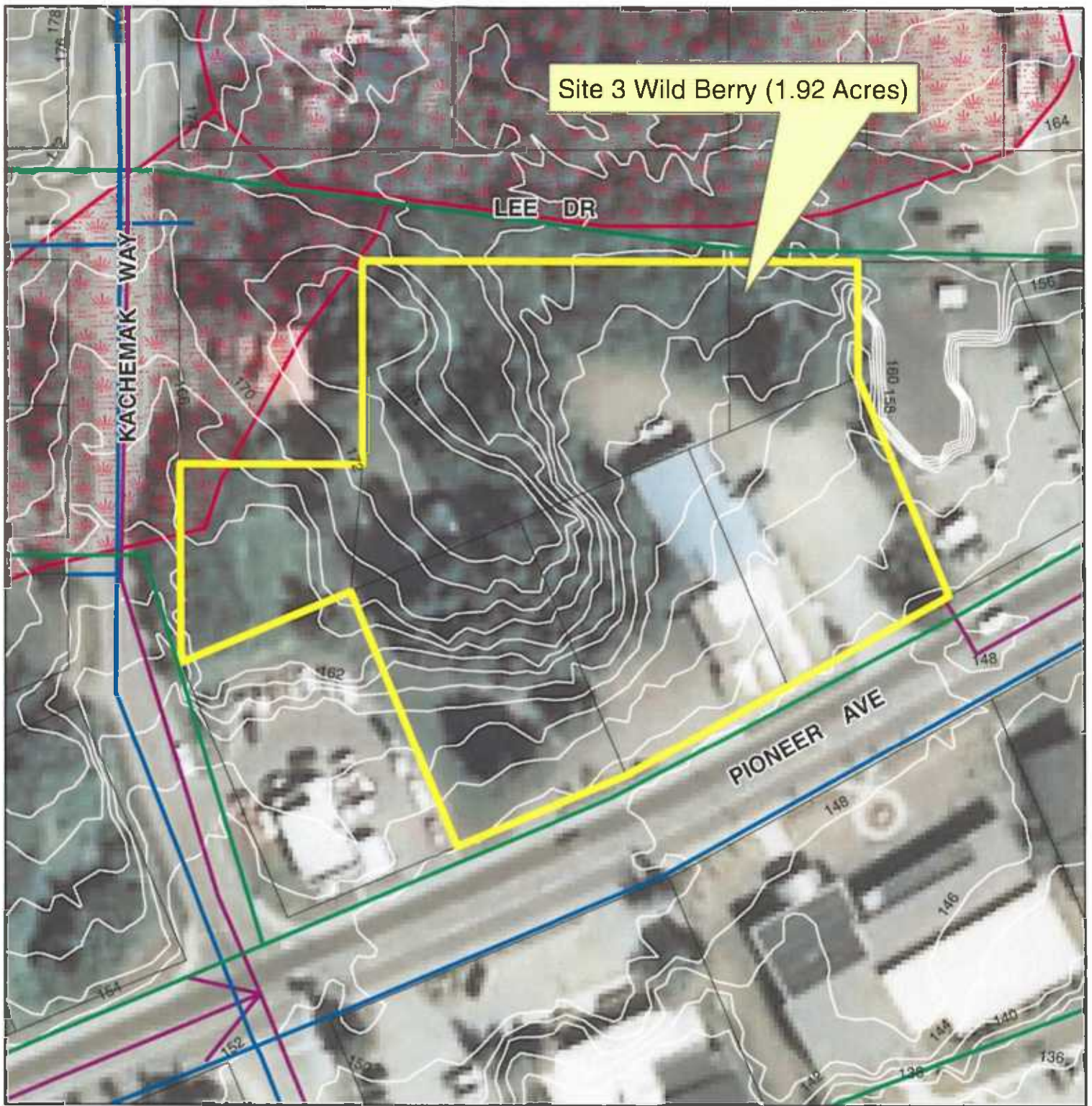


Proposed Public Safety Building Site Site 2 Town Center (3 Acres)

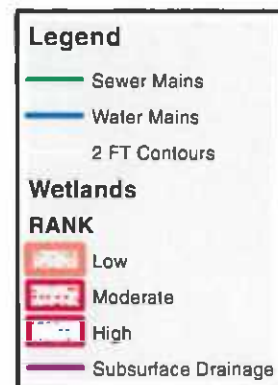
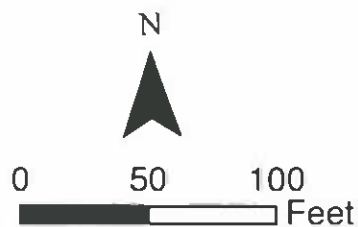


0 50 100 200 300 Feet





Proposed Public Safety Building Site Site 3 Wild Berry (1.92 Acres)





Proposed Public Safety Building Sites



**POTENTIAL 4TH SITE
PUBLIC SAFETY BUILDING**

1 inch = 200 feet

