

**VILLAGE OF WATERLOO
RESOLUTION NO. 04-11-17-03**

WHEREAS, the Board of Trustees of the Village of Waterloo feel it is in the best interest of the Village to enter into a contract with ASD Stanley J. How Architects, Inc. for the architectural services on the new town hall building; and

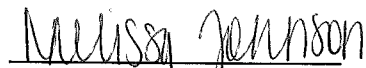
WHEREAS, ASD Stanley J. How Architects, Inc. has agreed to provide these services at a maximum price of \$13,000.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the contract with ASD Stanley J. How Architects, Inc., attached hereto as Exhibit "A", is hereby adopted.

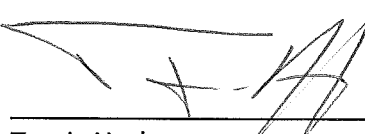
PASSED THIS 11 DAY OF April, 2017

ATTEST:


Melissa Johnson
Clerk



Village of Waterloo


Travis Harlow
Chairperson

8 March 2017

OWNER:

Village of Waterloo
P.O. Box 127
Waterloo, NE 68096

PROJECT:

Waterloo Village Offices
Waterloo, NE

PROJECT DESCRIPTION:

Prepare design and construction drawings for the Village of Waterloo Offices. Space is approximately 2,000 +/- s.f. Spaces include Police Department, Clerk's Office, Breakroom, Village Meeting Room and restrooms. Scope of work is limited to interior finish drawings only, building shell drawings by others..

SCOPE OF SERVICES:

- Refine Owner provided design for code compliance as needed.
- Prepare Contract Documents from approved Schematic Design sufficient to acquire a building permit
- Plans to include: dimensioned floor plan, reflected ceiling plan and details. Millwork drawn from tenant's prototype drawings.
- Coordinate work of MEP Engineers.
- Provide Mechanical & Electrical Engineering sufficient to acquire a building permit.
- Review shop drawings as requested.
- Provide 2 site visits during construction
- Provide information to contractor during estimating and construction.

EXCLUSIONS

Reimbursable Expenses, Bidding services, LEED certification, selection of millwork, finishes and furniture. Special inspections and Civil Engineering.

FEE BASIS:

Guaranteed Maximum Price of \$13,000.00. G.M.P. Note: the G.M.P. *Includes* \$4,800.00 for MEP Engineering. Fees to be invoiced on an hourly rate basis, not to exceed G.M.P.

REIMBURSABLE EXPENSES:

- Reproduction costs for drawings and specifications.
- Delivery costs, such as postage, courier charges, etc.

SCHEDULE:

Schedule to be determined. Plans to be completed in a mutually agreed upon time frame. Plans anticipated to be complete within 30 days from approved schematic design.

Terms and Conditions:

ASD Stanley J. How Architects, Inc. will perform the services outlined in this agreement for the stated fee. ASD will invoice on an hourly rate basis utilizing Direct Personnel Expense times 2.80 (D.P.E. x 2.80). Reimbursable expenses billed out at cost x 1.15.

Significant changes to the scope of services initiated by the Owner will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below.

Hourly Rate Schedule:

| | | | |
|-------------------|----------|----------------------|----------|
| * Principal | \$150.00 | * Sr. Project Manger | \$125.00 |
| * Project Manager | \$105.00 | * Project Architect | \$ 95.00 |
| * Architect | \$ 85.00 | * Technician/CADD | \$ 70.00 |

Invoices for ASD's services shall be payable within 10 days, considered late after 30 days. Past due accounts will be subject to a monthly service charge of 1.0% on the then unpaid balance.

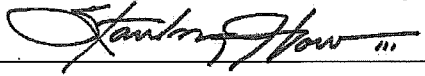

The Owner shall indemnify and hold harmless ASD and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except ASD), or anyone for whose acts any of them may be liable.

In recognition of the relative risks, rewards and benefits of the project to both Owner and ASD, the risks have been allocated such that Owner agrees that, to the fullest extent permitted by law, that ASD's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ASD's fee or \$50,000.00 whichever is greater. Such causes include, but are not limited to, ASD's negligence, errors, omissions, strict liability, breach of contract or warranty.

The Owner or ASD may terminate this agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay ASD for all services rendered to the date of termination, plus all reimbursable expenses. ASD shall have the right to include representations of the design of this project among ASD's promotional and professional materials. ASD's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised ASD in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit to ASD in the promotional materials for this project. The Owner may not use documents produced by ASD under this agreement for any other endeavor without the expressed written consent of ASD.

If this proposal is satisfactory, please sign both copies and return one signed copy to our office.

Acceptance:

ASD Stanley J. How Architects Signature:  Owner's Signature: 
Title: President Title: Chair
Date: 8 March 2017 Date: 4-11-17