

Exhibit A - Architectural Services Proposal

Mountain Home Public Schools – Mountain Home High School and Innovation Center

Project 21.25

July 13th 2021 - Amended December 13th 2021

01. PROJECT SCOPE.

01.1 Goals

Thank you for the opportunity to submit this proposal to work with you and Mtn Home Public Schools to realize the future of the new High School and Health and Science Innovation Center. We are very excited to have been selected to be a part of this particular project. We believe our passion and ideas to re envision the Campus will truly make an impact for this building on campus and the students and staff that use it. We are excited to continue our great working relationship with you and the district. We have carefully thought through the level of investigation and deliverables required to help the decision-making process of the school board and you will see this outlined in the enclosed proposal. We have been very intrigued by the site constraints and design opportunities inherent to your project. We look forward to making what was conceived in the Concept Design efforts thus far to make reality moving forward. We believe we can make this place truly great together.

The services outlined in this proposal are for the design of a new +/- **95,000** SF High School and Health and Science Innovation Center. The full scope is outlined below. We will also be looking at ways to improve the overall organization on campus and classroom environment. We believe in the potential of elevating education through the built environment. This project will be conceived in sustainable practices through an economical design approach and the understanding of smart material choices, sun orientation, and careful attention to cost effective detailing.

01.2 Scope

*This criteria is subject to evolve through the design process. **The Amendment to this document is based on the findings of the Programming + Concept Design**

- Anticipated Cost of Construction **\$20,900,000** (95,000sf x 220sf estimated construction cost for new construction)
- Design of a new 95,000 sf High School + Health and Science Innovation Center - Phase 01
 1. New Administration Area
 2. (32) 9-12 classrooms + support spaces
 3. Community Meeting Rooms
 4. Student Science and Health Labs
 5. Outdoor classrooms
 6. Student Commons and Cafeteria Space + Kitchen
- Renovation of a existing 70,000sf High School Facility - Phase 02
 1. Renovation of existing Cafeteria and Kitchen
 2. Multipurpose space adjacent to cafeteria

3. Renovation of existing classrooms
4. New ROTC spaces
5. New Robotics Lab
6. (10) 9th Grade classrooms

02. DELIVERABLES AND SERVICES.

02.1 Deliverables

.1 Programming + Concept Design: Previously Performed

Development of schematic design drawings, including, but not limited to:

- .Project programming meetings with key staff and administration
- .Programming diagrams
- .Programming Document at the culmination of the effort that establishes findings

.2 Schematic Design:

Development of schematic design drawings, including, but not limited to:

Architectural:

- .Project programming with key staff and administration
- .Local code coordination and City Review
- .Building + site concept studies, sketches, and diagrams
- .Architectural site plan
- .Conceptual Plans
- .Conceptual Elevations
- .Conceptual Sections
- .Perspective sketches
- .3D digital model
- .3D perspective renderings
- .Physical building model
- .School Board Review Meetings
- .Project Coordination with CMGC

.3 Design Development:

Further development of the design with evolving functional and material decisions, including but not limited to:

Architectural:

- .Building Plans @ 1/4" = 1'
- .Building Elevations @ 1/4" = 1'
- .Building Sections @ 3/8" = 1'
- .Development of thematic details
- .Material sample research and acquisition

- .Outline specifications
- .Developed 3D digital model of building in situ
- .Developed 3D renderings of building in situ
- . Project Coordination with CMGC

Engineering:

- .Preliminary site grading plan (as needed)
- .Preliminary mechanical system layout
- .Preliminary electrical system layout
- .Preliminary plumbing system layout
- .Preliminary structural system layout

Landscape:

- .Sketch site plans @ 1/30" = 1'
- .Site sections/elevations @ 1/4" = 1'.Noted landscape site plan @ 1/20" = 1' with plantings

.4 Construction Documents:

All applicable permitting and construction drawings and documents, including but not limited to:

Architectural:

- .Architectural site plan @ 1/16" = 1'
- .Dimensioned + noted building plans @ 1/4" = 1'
- .Dimensioned + noted building elevations @ 1/4" = 1'
- .Dimensioned + noted building sections @ 1/4" = 1'
- .Plan details @ 1-1/2" = 1'
- .Elevation details as required @ 1/2" = 1' or 1-1/2" = 1'
- .Section details @ 1-1/2" = 1'
- .Vertical circulation details @ 1-1/2" = 1'
- .Finish + equipment schedules
- .Window + door schedules
- .Window + door details
- .Interior elevations
- .Millwork and cabinetry detail drawings
- .Specifications (project manual)
- .Project Coordination with CMGC

Engineering:

- .Civil grading plan
- .Civil utility plan
- .Civil infrastructure details
- .Civil specifications
- .Mechanical notes, schedules + details
- .Mechanical system plans
- .Electrical notes, schedules + details
- .Electrical system plans
- .Plumbing notes, schedules + details
- .Plumbing system plans
- .MEP specifications

- .Structural notes, schedules + details
- .Structural foundation + framing plans
- .Structural specifications

Landscape:

- .Dimensioned + Noted landscape site plan @ 1/20" = 1'
- .Planting schedules

.5 Bidding + Negotiations:

Coordination of cost estimation process:

- .Disbursement of bid documents
- .Providing further information as needed
- .Issuing of addendum as required
- .Project Coordination with CMGC

.6 Construction Administration:

Perform duties as outlined in the referenced AIA Contract, including but not limited to

- .Project Coordination with CMGC
- .Site visits for construction observation and coordination
- .Construction coordination meetings
- .Field reports + sketches
- .Answering requests for information
- .Issuing change orders if required
- .Contractor payment application certification

02.2 Services

.1 Full architectural services **include** the following within the modus studio fee:

- .Interior Architecture (by modus studio)
- .Code Consultant (as needed)

.2 Full architectural services **do not** include the following within the modus studio fee, but may be contracted under modus studio:

- .MEPFP Engineering
- .Structural Engineering
- .Civil Engineering
- .Landscape Architect
- .Building Envelope/Waterproofing Consultant
- .Lighting Designer
- .Sustainability Consultant (if pursued)
- .Interior Designer (furnishings/accessories/etc.)
- .Final marketing/graphics imagery

- .Environmental graphics/signage
 - .Full Scale Mockup Construction
 - .Access Control/Data/Low Voltage/Audio/Visual Consultant
 - .Cost Estimator
- .3 Services Listed below are required but are needed to be retained by the Owner:
- .Surveyor
 - .Geotechnical Engineer
- .4 Design Meetings: Facilitated on a weekly or bi-weekly basis.
- .5 Additional services:
- .Other services beyond the scoped deliverables @ hourly rates per Section 03.2
 - .Revision sets for Owner changes after the Issue for Construction set.
 - .Coordination of Access Control/Data/Low Voltage/Audio/Visual Consultant may require additional services depending on the experience level and capability of the Owner's selected consultant.
- .6 Pre-Construction Coordination + Value Management:

This proposal assumes that the design process will be developed in conjunction with a Contractor providing Pre-Construction Services as part of the overall team. It is critical that the selected Contractor be capable and adept at documenting pricing, alternates, qualifications, and value engineering items in a clear, concise, and properly tracked manner. Furthermore, the Pre-Construction Services shall include a thorough constructability review resulting in a **Constructability Report** (example can be provided by modus studio of expected format). This ensures the Pre-Construction Services are meaningful and requires the contractor to engage the actual personnel responsible for construction to be a part of the design review process.

modus studio will be part of the General Contractor / Construction Manager selection process including RFP preparation, interviewing, and construction contract review. The GC/CM shall be directed by the Owner to use a bidding and estimating set of tools/spreadsheets that are provided by modus studio or collectively agreed upon by Architect and Owner and mandated to the selected GC/CM. If modus studio must provide the tracking due to inadequate or unclear documents from the Contractor, additional services will be incurred at standard hourly rates.

modus studio will provide Value Management considerations to achieve the target budget. This analysis is a comprehensive and collaborative approach that includes the Architect, Owner, Consultants, and Contractor. All Value Management considerations will be reviewed and selected at the completion of the Design Development Phase Pricing for inclusion in the Construction Documents. Value Management changes to the drawings that are requested beyond the **85% Construction Document Phase** will be billed

as Additional Services. If the Owner chooses to carry allowances for significant portions of the work, additional services may be required to resolve those allowances during construction.

.7 Digital Protocol:

Various forms of digital media/data/files will be used during the design and construction of the project. A shared project folder for use by Architect, Owner, Consultants, and General Contractor will be hosted and organized by modus studio.

Only stamped, sealed, signed and official documents may be used for actual Construction or as provided as responses to RFI's, Submittals, ASI's and PR's that are generated by modus studio and its consultants. The primary form of digital files will be in .PDF format.

Requests made outside of modus studio's consultants and Owner's consultants for Revit and AutoCAD file types will be made available upon acceptance of modus studio's standard Release Waiver. Fees and payment for the use of Revit and AutoCAD files will be charged at the following rates:

Revit:	\$1,000 per .rvt file
AutoCAD exports:	\$100 per .dwg file

These fees are waived for the General Contractor when the intended use is only for the General Contractor. Only Design/Build Subcontractors are exempt from these fees.

Construction Management Software shall be hosted/utilized by the selected Contractor for the purposes of documenting all construction related communication and documents. Owner and Architect shall be given access to these platforms for regular use throughout the duration and closeout of the project.

.8 Low Voltage + Access Control Systems:

The **modus studio** services include specification and coordination of basic hardware for buildings. Sophisticated access control, audio/visual or other various low voltage systems will require additional services by modus studio to coordinate on behalf of the Owner. The Owner agrees to outline their strategy and select their low voltage design consultants no later than the completion of the Design Development phase so that the comprehensive systems can be properly coordinated into the Construction Documents. The Owner's selected consultant shall be capable of producing their own drawings to reflect the requirements and routing of their systems. These drawings will be of a quality that can be incorporated into the complete contract documents and the sheets will adhere to modus studio's title block and naming conventions. The owner agrees to review these requirements with the selected consultant prior to contracting with the selected consultant.

modus studio will retain the right for final aesthetic placement of any visible low voltage systems.

.9 Building Envelope:

modus studio will retain a Building Envelope consultant as part of the complete consultant team during the Design Phase of the project. Owner agrees that the same Building Envelope consultant, or one that is agreed upon by both the Owner and Architect jointly, will be retained by the Owner throughout the duration of the Construction Phase of the project. **modus studio** is not responsible for the means and methods employed by the Contractor during construction and modus studio is not responsible for Inspections of any installations during the Construction Phase of the project. **modus studio** will perform it's basic duties as outlined for Construction Administration services in this proposal and the executed AIA contract that incorporates this proposal.

03. COMPENSATION.

03.1 Fee Calculation

Fees for the design services are based on the goals and scope as defined in *Section 01* and cover the stated deliverables and services for each of the projects as defined in *Section 02*. The fees for full architectural services are calculated as outlined below based on the total estimated cost of **\$20,900,000** for the entire extent of the work, the cost below is calculated based on **5%** cost of construction. This proposal is structured such that the owner can stop work at any phase. Any increase in scope and budget greater than 10% will require fee adjustment to be openly discussed and agreed to in writing by Owner and Architect prior to proceeding with the work.

.1	Programming	Previously Performed	\$68,625
.2	Schematic Design	15%	\$156,750
.3	Design Development	30%	\$313,500
.4	Construction Documents	35%	\$365,750
.5	Bidding and Negotiations	2%	\$20,900
.6	Construction Administration	13%	\$135,850
Total Architectural Fees:			\$1,061,375

.7	Civil Engineering:	Estimated	\$50,000
.8	MEPFP Engineering:	Estimated 1%	\$200,000
.9	Structural Engineering:	Estimated 1%	\$200,000
.10	Landscape Architecture:	Estimated	\$50,000
.11	Geotech Engineer	Estimated	\$5,000.00
.12	Surveying	Estimated	\$50,000.00

03.2 Hourly Rates

.1 Standard hourly rates for additional services will be billed at the following:

Architectural:	Standard rates:
.Principal	\$225
.Modus Associate	\$175
.Project Architect	\$150
.Project Manager	\$125
.Intern/Designer Level 2	\$75

.Intern/Designer Level 1	\$50
.Construction Manager	\$75
.Graphic Design	\$60

Other:

.Per consultant's proposals for hourly rates and hourly billed items

03.3 Additional Compensation

- .1 All reimbursable expenses shall be billed to the Owner at (1.10) times cost and appropriate backup will be presented with each invoice. These expenses relative to modus studio are projected to not exceed **\$25,000**.

Reimbursable expenses from consultants will be passed through directly and are not included in the total above.

Reimbursable expenses include, but are not limited to:

- .Printing and reproduction (in-house and out-sourced printing).
- .Postage/courier services.
- .Travel mileage/fare billed according to current federal mileage rates.
- .Direct fees to the US Green Building Council (if any) are *not* included.
- .Direct fees for state/city approvals and documentation (if any) are *not* included.

04. AGREEMENT

04.1 Billing + Procedure

- .1 No retainer will be required for initiation of this project.
- .2 All documents and files produced by **modus studio** are instruments of service in respect to this project. The architect shall retain an ownership and property interest in the documents and files produced, including the copyright and the right to reuse at the discretion of the architect. All architectural drawings, renderings, photos, and other and files that are produced for the project shall only be reproduced, published, printed, or otherwise marketed with the architect's consent. All documents will bear the modus studio logo for clear documentation and proper crediting of the work.
- .3 **modus studio** is committing the necessary resources for this project with the clear understanding that we will be the sole architect for this project. The extensive work and concepts we produce cannot be used by the Owner or any other Architect or Consultant without the express written consent and approval by modus studio. The Owner agrees that all documents created by modus studio relative to this project are the property of modus studio. Furthermore, the Owner agrees that any documents provided to modus studio are clear of all copyright and that the Owner has the express written consent from any other party to share the documents as reference, thus indemnifying modus studio of any intellectual property infringement.
- .4 All fees required for consultants used during the project will be added via amendment to this agreement upon the Owner's approval of the consultant services/proposals.
- .5 Re-use of this design/prototype on future sites is subject to negotiation with modus studio.
- .6 The Owner agrees that payment of fees for work performed as stated in this agreement is not contingent upon any third party for financing or approval, and that all services rendered will be diligently and thoroughly compensated.
- .7 Any additional services will be agreed upon in writing by both Owner and Architect before proceeding.
- .8 All work is to be performed in accordance with local, county, state, and federal laws and requirements.
- .9 If claims or disputes arise, the standard procedure will be Mediation then Litigation.
- .10 **modus studio** will provide a project schedule once agreed upon by Owner and Architect per ongoing communication and understanding of the project. The project schedule will be **Exhibit B** to accompany the complete contract. The construction schedule will focus on the Design Phase with anticipated total Construction Phase duration. It is solely the

responsibility of the selected Contractor to manage and control a Critical Path Method Schedule for the Construction Phase.

- .11 **modus studio** will provide proof of insurance and certificate of current registrations in **Exhibit C** to accompany the complete contract.
- .12 Billing for Full Architectural Services will be processed monthly based on the current percentage of completion of the current phase. A single invoice will be presented each month, representing all-inclusive work from all consultants. The architect will be the point of contact and disburse consultant payments thereafter. Payments not received within 60 days will incur interest at a rate of **2% monthly**. All dollar amounts in this proposal are in US Dollars. Modus Studio operates under the following 'Tight Ship Policy', and is thus incorporated as part of this proposal agreement:

TIGHT SHIP POLICY
Effective: 2016.01.01

Modus Studio is committed to providing a sound policy regarding invoicing and bill processing relative to our work and workflow. Outlined below are a series of basic steps and processes we have implemented to increase our transparency and manage expectations regarding our accounting interactions with both clients and consultants. The following is a basic outline used on a monthly basis:

- Days 1- 5** All consultants to have invoices covering the previous work period **emailed** to the Principal in Charge of the respective project. No snail mail, ever.
- Days 5-9** Modus Studio principals will have invoicing log completed for generation of invoices.
- Days 10-14** All invoices will be generated and ready for final review by the principals.
- Day 15** All invoices will be distributed to clients. Clients have Net 30 days from the date the invoice is received to pay invoices.

Modus Studio releases checks on the closest business day to Day 15 and Day 30 of each month. Checks to consultants will be cut and mailed on the closest Day 15/30 to date in which payment is received from the client.

- .13 **modus studio** and Owner agree that a standard AIA Contract, with modifications, will be used for the construction contract. This construction contract will either be prepared by modus studio or Owner will allow modus studio to review the selected contract prior to the Owner executing the document with the Contractor. This includes review of the standard AIA A201 General Conditions of the Contract for Construction. Owner agrees to indemnify modus studio for any obligations placed under either the contract for

construction or the general conditions that have not been reviewed and accepted by modus studio prior to execution.

- .14 **modus studio** will not be held responsible or obligated to any contract established by the Owner other than this proposal and the AIA contract below.
- .15 Upon agreement of this proposal for full architectural services, both parties will sign the **AIA B101-2017 – Standard Form of Agreement Between Owner and Architect** with amendments and riders as approved by both the Owner and Architect.

04.2 Validation

- .1 Owner and Architect to provide signatures and date of validation of this document as: **Exhibit A – Architectural Services Proposal** to the contract stated above.

Jake Long, Superintendent
Mt. Home School District

date



Josh Siebert, Assoc. AIA
modus studio

12.13.2021

date