

October 4, 2021

Tena Hanson, Director of Library Services  
Estherville Public Library  
613 Central Avenue  
Estherville, Iowa 51334

ATTN: Tena Hanson

RE: Design, Bidding and Negotiation, and Construction Administration Services for Interior Improvements to the Community Room at the Estherville Public Library

Dear Tena:

I am pleased to submit this proposal for Design, Bidding and Negotiation, and Construction Administration Services. We are very excited about the opportunity to be participating in the Interior Improvements to the Community Room at the Estherville Public Library.

The following fees are based on our preliminary meetings at the Library back in 2018 and on Monday September 20, 2021 and original floor plan drawings indicated the Community Room and surrounding rooms. The fees include Architectural, Structural, Mechanical, and Electrical Engineering.

**Scope of Architectural, Structural, Mechanical, and Electrical Engineering Services:**

A. The Scope of Architectural/Engineering Services will be limited to the following:

1. Schematic Design Phase:
  - a. Field Survey
  - b. FEH Design will develop concepts based on the needs and desires provided by the Owner and the existing site conditions.
  - c. After Owner review of concepts, final schematic level Floor Plans will be developed.
  - d. FEH Design will perform Code Search to determine compliance with current adopted city and state codes as well as ADA accessibility codes.
  - e. Meeting with the Owner to finalize Schematic Design.
2. Design Development Phase:
  - a. Mechanical, Electrical, and Structural systems begin to be integrated into the Schematic Design. Mechanical and Electrical designs are limited to reworking the existing mechanical and electrical systems.
  - b. Schematic Design is further developed.

3. Construction Document Phase:
  - a. Bidding / Construction drawings are developed.
  - b. Detailing of specific design elements are generated.
  - c. Final coordination of Mechanical, Electrical, and Structural systems with the Architectural design.
  - d. Specifications of all building materials and systems generated and compiled to include bidding instructions, general conditions of the contract for construction, project close-out instructions, etc.
  - e. Meeting with the Owner to finalize the Construction Documents and authorization to proceed into Bidding and Negotiations.
  
4. Bidding and Negotiations Phase:
  - a. Conduct Pre-bid meeting.
  - b. Issue addenda.
  - c. Assist the Owner in receiving and opening bids.
  - d. Make recommendation to the Owner regarding what General Contractor to contract with for the construction work.
  
5. Construction Administration Phase:
  - a. Review Shop Submittals.
  - b. Prepare RFPs. Review and respond to RFI's.
  - c. Review and approve pay applications.
  - d. Review Architectural O&M Manuals and As Built Drawings.
  - e. Review and process Close-out Documentation.
  - f. Onsite observation will be provided and will consist of three site trips.
    - i. Plus one trip to generate a Prefinal Punch List and one trip to generate a Final Punch List.

**Bases of Architectural, Structural, Mechanical, and Electrical Engineering Compensation:**

FEH Design purposes to perform the services stated above for a lump sum fee.

Schematic Design Phase-Construction Document Phase Lump Sum Fees:	\$20,180
Bidding and Negotiations Phase Lump Sum Fees:	\$1,340
Construction Administration Phase Lump Sum Fees:	\$5,380

Reimbursable expenses will be invoiced at cost plus 10%. Reimbursable expenses include: printing, postage, building official plan review fees, mileage, etc.

**Claims for Consequential Damages**

The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the total amount paid under any such claim by the Architect shall be limited to the amount of the Architect's professional liability insurance limits.

### Insurance Provisions

The Architect agrees to maintain professional liability insurance in the amount of \$1,000,000 aggregated with the deductible not to exceed \$100,000 throughout the duration of this Agreement.

Architect shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Owner in the Maximum statutory liability amount to cover all employees engaged in work on the Project.

Architect shall purchase and maintain throughout the duration of the Agreement, Public Liability insurance with a company and in form satisfactory to Owner in the amount of \$1,000,000 for each occurrence, naming Owner as additional insured if acceptable to the insurance company. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

Each of the insurance policies described above shall provide that insurance may not be cancelled or non-renewed without thirty days (30) prior written notice to Owner.

Architect shall provide Owner with evidence of the above insurance prior to execution of this Agreement if requested. At Owner's request, Architect shall provide Owner with full copies of the insurance policies.

### Insurance Provisions

Architect agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Owner, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Owner Parties") against and from all damages, claims, liabilities and cost, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by the negligent performances of professional services under this Agreement of Architect or the sub-consultants of Architect, or anyone for whom either is responsible.

Owner agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Architect, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Architect Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by Owner's negligent acts or anyone for whom Owner is responsible.

**Authorization:**

Thank you for giving us the opportunity to submit this Proposal for the Design though Construction Administration fees for the Interior Improvements to the Community Room at Estherville Public Library. Should you find our proposal acceptable, please sign this copy and return it to my attention.

If you have any questions, please do not hesitate to call me.

Sincerely,



\_\_\_\_\_  
Brittney Ruba, AIA, Associate Principal  
FEH DESIGN

\_\_\_\_\_  
Representative  
Estherville Public Library

\_\_\_\_\_  
10/4/2021  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date