

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

An Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "ENTITY", and **Slate Architecture**, herein referred to as "CONSULTANT", whose address is **107 W. Lawrence Street, Helena, Montana 59601**; phone number is **(406) 457-0360**; and Tax Identification Number is **91-1798351**.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The ENTITY hereby employs CONSULTANT as an independent contractor to complete and perform architectural services needed for the Detention Center Remodel Project. ENTITY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform architectural programming services related to the Detention Center Remodel Project to include: staffing and operations analysis, needs assessment, preliminary code analysis as it relates to detention facilities, state detention regulations, detention security systems, presentations, renderings and 3D imagery, building systems and functions, project cost analysis, budget feasibility and scheduling. To provide upon conclusion a complete programming document for formal use in designing the Lewis and Clark County Detention Center Renovation Project.
3. INDEPENDENT CONSULTANT: The parties agree that CONSULTANT is the independent contractor of the ENTITY and not an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY will not have control over the performance of this agreement by CONSULTANT or its employees, except to specify the time and place of performance. ENTITY will not be responsible for security or protection of CONSULTANT'S supplies or equipment.
4. GENERAL CONDITIONS: The General Conditions for this Contract shall be as follows:
 - A. Standard of Care: The standard of care for all professional architectural and related services performed or furnished by CONSULTANT under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Contract or otherwise, in connection with CONSULTANT'S services.
 - B. Technical Accuracy: ENTITY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT'S services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in ENTITY-furnished information.
 - C. Consultants: CONSULTANT may employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by ENTITY.

- D. **Reliance on Others:** Subject to the standard of care set forth in Section 4.A., CONSULTANT and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures:**
- i. CONSULTANT and ENTITY shall comply with applicable Laws and Regulations.
 - ii. CONSULTANT shall not be required to sign any documents, regardless of who requests, that would result in the CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. ENTITY agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such documents.
 - iii. The general conditions for any construction contract documents prepared hereunder are to be the "General Conditions of the Contract for Construction", American Institute of Architects Document A201 – 2007 Instructions, unless both parties mutually agree to use other general conditions.
 - iv. While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the ENTITY's safety programs of which CONSULTANT has been informed in writing and follow all applicable OSHA regulations.
5. **WARRANTY:** CONSULTANT warrants that all services will be performed in a professional manner. CONSULTANT will hold harmless the ENTITY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
6. **LIAISON:** ENTITY'S designated liaison with the CONSULTANT is Audra Zacherl, Assistant Public Works Director. The CONSULTANT'S designated liaison with the ENTITY is **Scott Cromwell**.
7. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONSULTANT will commence work on the project upon approval of this contract by both parties and complete the project by **July 20, 2018**.
8. **COMPENSATION:** For the satisfactory completion of the services to be performed under this Contract the ENTITY will pay the CONSULTANT time and materials for a total sum not to exceed **Eighty Thousand Five Hundred Forty-two Dollars (\$80,542)**. Invoices will be submitted to the ENTITY every month for work completed in the prior month and will be billed based on Exhibit A.
9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.

10. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of ENTITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
11. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the ENTITY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the ENTITY'S sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the ENTITY.
12. INDEMNIFICATION: CONSULTANT and ENTITY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
13. INSURANCE: CONSULTANT agrees to maintain general liability insurance in the amount of seven hundred and fifty thousand dollars (\$750,000.00) per occurrence (minimum) and one million five hundred thousand dollars (\$1,500,000.00) aggregate. CONSULTANT further agrees to maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance to the ENTITY prior to commencing work under this agreement. The ENTITY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
14. COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state, and local laws, rules and regulations.
15. NONDISCRIMINATION: The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.

17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
18. TERMINATION: Either party reserves the right to terminate this Contract at any time for the other parties' failure to perform their respective responsibilities. Should either party desire to terminate this Contract for the other parties' failure to perform their responsibilities, the terminating party shall provide a minimum of thirty (30) days written notice to the other party defining the failure of performance. The party receiving written notice of the party electing to terminate the Contract shall have thirty (30) days, or greater time if agreed to in writing by both parties, in which to cure the failure to perform as specified in the written notice to terminate. In the event of termination, CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed..

ENTITY:

CONSULTANT:

Date: 6/7/18

Date: MAY 24, 2018





Andy Hunthausen, Chairman
Board of County Commissioners
Lewis and Clark County

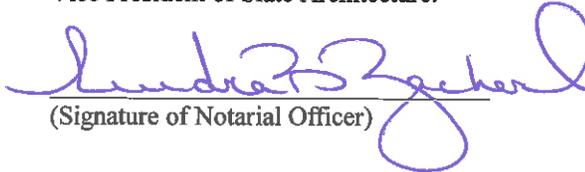
Scott Cromwell, Vice President
Slate Architecture

ATTEST:

State of Montana
County of Lewis & Clark

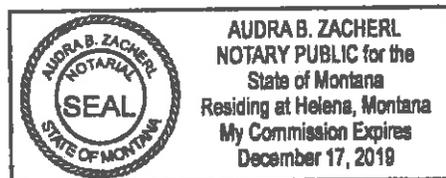

Paulette J. DeHart, Clerk and Recorder

This instrument was acknowledged before me on 05-24-18 [date] by Scott Cromwell as Vice President of Slate Architecture.


(Signature of Notarial Officer)



(Seal)



(Seal)

L&C County Detention and Law & Justice Center
Helena, MT



May 21, 2018

Phase 1 (Programming)		Slate	Team Lead	Hours/Task	Task Cost	Integrus	Team Lead	Hours/Task	Task Cost	Remarks
Architecture										
(a)	Program / Scope Review	20.0%	Scott Cromwell	20	\$2,400.00	80.0%	Rich Siddons	64	\$10,560.00	Developed collaboratively in Workshop #1
(b)	Staffing and Operation Analysis	20.0%	Scott Cromwell	16	\$1,920.00	80.0%	Rich Siddons	32	\$5,280.00	Meet with Sheriff's Office on site/Develop staffing patterns
(c)	Needs Assessment/Custody Analysis	20.0%	Scott Cromwell	8	\$960.00	80.0%	Rich Siddons	32	\$5,280.00	Meet with Sheriff's Office on site/Project housing needs
(d)	Code Analysis	50.0%	Jacob Augenstein	8	\$960.00	50.0%	Rich Siddons	4	\$660.00	Confirm code requirements/Meet with City of Helena/Jail Standards
(e)	State Detention Regulations	15.0%	Scott Cromwell	12	\$1,440.00	85.0%	Rich Siddons	20	\$3,300.00	Confirm with State of MT/ACA
(f)	Presentation Meetings	50.0%	Scott Cromwell	4	\$480.00	50.0%	Rich Siddons	4	\$660.00	Commissioner, CCJC Presentations
(g)	Renderings/3D imagery	45.0%	Scott Cromwell	16	\$1,920.00	55.0%	Rich Siddons	12	\$1,140.00	Images to support programming documents
(h)	Building Plan - Interior (SD)	20.0%	Scott Cromwell	8	\$960.00	80.0%	Rich Siddons	32	\$2,880.00	Detention Interior space plans
(i)	Building Plan - Exterior (SD)	80.0%	Scott Cromwell	12	\$1,440.00	20.0%	Rich Siddons	8	\$720.00	LEC Exterior elevation options/development/secure envelope
(j)	Building Systems/Functions	80.0%	Jacob Augenstein	8	\$960.00	20.0%	Rich Siddons	12	\$1,080.00	Security/Mech/Plumbing/Elec narratives/designs coordination
(k)	Cost Analysis	50.0%	Jacob Augenstein	12	\$1,440.00	50.0%	Rich Siddons	24	\$2,280.00	Develop estimate of probable cost of construction
(l)	Budget Check	40.0%	Scott Cromwell	8	\$960.00	60.0%	Rich Siddons	24	\$2,280.00	Confirm costs/Develop Alternates
(m)	Scheduling	40.0%	Jacob Augenstein	12	\$1,440.00	60.0%	Rich Siddons	24	\$2,160.00	Project anticipated projected development/future construction
Total % Responsible		40.8%		144	\$17,280.00	59.2%		292	\$38,280.00	

Mechanical / Plumbing Engineering		\$6,500.00
	<p>Run loads based on proposed floor plan to preliminary determine space requirements and verify existing plant capacities.</p> <p>Provide mechanical, plumbing, and fire protection narratives</p> <p>Coordinate with team regarding preliminary floor plan space needs.</p> <p>Provide cost estimate.</p> <p>Attend planning meeting (assumed to be 1 full day) include travel time</p>	
Electrical Engineering		\$2,500.00
	<p>Provide electrical and fire alarm narratives.</p> <p>Coordinate with team regarding preliminary floor plan space needs.</p> <p>Provide cost estimate.</p> <p>Attend planning meeting (assumed to be 1 full day)</p>	
Security		\$5,940.00
	<p>Provide security electrical and fire alarm narratives.</p> <p>Coordinate with team regarding preliminary floor plan space needs.</p> <p>Provide cost estimate.</p> <p>Attend planning meeting (assumed to be 1 full day) includes travel time</p>	

Architecture Fees	\$55,560.00	
Site/Civil Engineering	\$0.00	No work necessary during the Programming phase.
Structural Engineering	\$0.00	No work necessary during the Programming phase.
Mech/Elec/Plumbing Engineering	\$9,000.00	
Security	\$5,940.00	
Expenses (Refer to Attached Exhibit C)		\$10,042.00
Sub Total	\$70,500.00	\$10,042.00
TOTAL		\$80,542.00

EXHIBIT A



Estimate of Expenses - Travel

May and July 2018 (approximately) - Four people (2 trips)

- (12) Hotel Nights @ \$161 = \$1932
- (3) Rental Car Days = \$160 = \$375
- (3) Food Days @ \$64 (per diem) X 4 people = \$450
- Gas = \$70
- Parking = \$24
- Total = \$2,851**

Standard Hourly Rates

Security Designer	\$170.00
Marketing/Public Outreach	\$150.00



Production/Travel Expenses - Slate Architecture

Travel Expenses - 10 Site Visits (Lump Sum)	\$340.00
Miscellaneous	\$200.00
Presentation Materials production	\$1,500.00
Total	\$2,040.00

Standard Hourly Rates

Principal Architect	\$140.00
Architect	\$120.00
Project Manager	\$105.00
Interior Designer	\$80.00
Intern Architect	\$80.00
Technician	\$80.00
Office Manager/Clerical	\$50.00



Production/Travel Expenses - MKK Consulting Engineers

Cost to bring justice/correctional team mechanical engineer onsite for planning meeting and facility walk through.	\$900.00
Cost to bring justice/correctional team security expert onsite for planning meeting and facility walk through.	\$900.00

Slate Architecture - Typical Site Meeting

Travel: 3 miles * \$0.56/mile = \$1.60
Travel time: 0.25 hours @ \$130/hr (ave.) = \$32.5
Total = \$34.00

Sub Total - Expenses

MKK Consulting Engineers	\$1,800.00
Integrus Architecture	\$5,702.00
Slate Architecture	\$2,040.00
Great West Engineering	\$500.00

Total Expenses \$10,042.00