

ITEM 9.C.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager

By: Jessica Sandifer, Management Analyst



DATE: July 9, 2010 (CC Meeting of July 21, 2010)

SUBJECT: Consider Amendment No. 3 to Architectural Agreement with HMC Architects for Additional Design Fees for the Ruben Castro Human Services Center

BACKGROUND

One of the City Council's top ten priority projects is the development of a Human Services Center including facilities to provide medical, dental and mental health services and other social services to the City's low and moderate income families. In April 2001, the City of Moorpark Redevelopment Agency acquired a 7.58 acre site on Spring Road for the Police Services Center. Approximately two acres of that site have been designated as the site for the new Human Services Center and this parcel has been acquired by the City with Community Development Block Grant Funds for that purpose. The proposed facility would include a 10,000 square foot medical clinic, a 15,000 square foot "Under-one-Roof" Building and an area for day laborers to assemble to await opportunities for work.

In May 2004, staff invited more than 70 Architectural firms to submit proposals for the design and development of site improvements and the conceptual design of the buildings for the Human Services Center. The City received proposals from ten architectural firms. HMC was selected as the top candidate firm. At the completion of the conceptual design phase, HMC was awarded the full design contract for the project in February of 2006.

DISCUSSION

The Architect has submitted a proposal for Additional Required Architectural Services. This proposal is to pay for additional fees incurred by the Architect for revising project drawings to be consistent with the new tenant mix. After the last amendment was adopted, the City was approached by the County of Ventura Human Services Agency and Health Care Agency about leasing space in the building. The City has also been approached by Interface about leasing space in the building. Since Interface is an entirely new tenant for the building, the plans and construction drawings are being

revised to include improvements that meet Interface’s specifications. Additionally, staff has added the requirement for an emergency generator to the project scope.

Since the tenant mix has changed back to the County of Ventura Health Care Agency it is appropriate at this time to deduct a portion of the second amendment, less fees already paid, because these services are no longer needed. This will help minimize the impact to the overall contract amount.

The following figure illustrates the additional fee proposal:

Total Current Contract w/ fast track option	\$ 1,136,681
Proposed Deleted Fees	
Re-Design Tenant Improvements – Clinicas	\$75,995
Reimbursables	\$7,599
Less fees already paid	<u>-\$972</u>
Total Deleted Fees	(\$82,622)
Revised Contract Amount:	\$1,054,059
Proposed Additional Fees	
Tenant Improvements	\$138,062
Emergency Generator	\$25,700
Reimbursables	<u>\$5,000</u>
Total Increase	\$168,762
Total New Contract Amount:	\$1,222,821

FISCAL IMPACT

There are sufficient funds in the Fiscal Year 2010/11 budget to continue to pay for Architectural fees.

STAFF RECOMMENDATION

1. Approve deduction in Architectural fees of \$82,622.00; and
2. Approve Amendment No. 3 to professional services agreement with HMC Architects to increase the amount of the agreement by \$168,762.00 from \$1,054,059.00 to \$1,222,821.00 and authorize the City Manager to execute said amendment, subject to final language approval by the City Manager and City Attorney.

Attachment I - Amendment No. 3

ATTACHMENT I

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOORPARK AND HMC ARCHITECTS**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES ("Third Amendment"), is made and entered into this ____ day of _____, 2010, ("the Effective Date") between the City of Moorpark, a municipal corporation, hereinafter referred to as "City", and HMC Architects, a corporation, hereinafter referred to as "Architect".

WITNESSETH:

WHEREAS, March 21, 2006, the City and the Architect entered into an Agreement for architectural design and consulting services for the Ruben Castro Human Services Center; and

WHEREAS, December 29, 2009, the City and the Architect entered into a First Amendment for additional design fees to reflect increases in construction costs since the original contract was signed; and

WHEREAS, February 16, 2010, the City and the Architect entered into a Second Amendment for additional design fees for Clinicas tenant improvements and landscape changes; and

WHEREAS, a portion of the Second Amendment scope of work will not be necessary and is proposed to be deleted; and

WHEREAS, additional services as outlined in Architect's proposal, attached hereto and incorporated herein, are required; and

WHEREAS, the City wishes to amend the Agreement a third time to reflect these changes.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

Architectural fees are reduced by \$82,622.00, the amount of the fees for the Clinicas Tenant Improvement package, which services are no longer needed.

City does hereby appoint Architect in a contractual capacity to perform the additional services in accordance with the terms and conditions hereinafter set forth in Exhibit "A", for a not to exceed fee of \$168,762.00 with the authorities, and responsibility ordinarily granted to this type of architectural work.

All other terms and conditions of the original agreement shall remain in full force and effect.

CITY OF MOORPARK

**ARCHITECT
HMC Architects**

By: _____
Steven Kueny
City Manager

By: _____
Chris R. Taylor, AIA
Executive Vice President

Date: _____

Date: _____

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit A – Architect’s Proposal

EXHIBIT A

July 8, 2010

Hugh Riley
Assistant City Manager
799 Moorpark Avenue
Moorpark, CA 93021

Re: Proposal for Additional Architectural/Engineering Services 3
Building A - Ventura County Medical Center (Tenant Improvement)
Building B – Addition of Centralized MDF/Computer Room
HMC #2307002-102

Dear Mr. Riley:

HMC Architects is pleased to submit the following Proposal to provide additional Architectural/Engineering Design services for the above-mentioned project to provide Tenant Improvement design services and Building Department submittal.

Scope of Work for Basic Services:

The proposal includes updating the Architectural Contract Documents changes per the individual Tenants (Interface, Ventura County Human & Health Services) for approval by the City of Moorpark and applicable agencies. HMC shall provide updated Construction Documents for Permit & Bidding purposes itemized below with a total of 24,144 Square Feet. The Bidding and Construction Administration phases are currently incorporated into the Base contract with services will be performed concurrently during the previously contracted bidding & construction phases; No additional fee applies for these phases.

Tenant Improvement Project

- Update & finalization of Space Plan and Construction Documents of the Interior Tenant spaces (Interface, Ventura County Human Services & Ventura County Health Services) with minor revisions to Catholic Charities & First 5 interior spaces.
- Three (3) meetings to review revised functional Space Plan & meet with Users to obtain specific information of Tenant needs, including equipment specifications, locations and infrastructure requirements that will be incorporated into documents and coordinated with Consultant drawings. Additional meetings will be billed on a Time & Materials basis per HMC's rate schedule, Attachment "B"
- Coordination and update of the drawings to incorporate a centralized MDF (within Catholic Charities space) for Building B Tenant use.
- Re-presentation of selected finishes for Tenant review.
- Coordination with Building Department officials for approval of Tenant Improvement packages.

Emergency Generator Addition & Coordination

- Coordination with the Consultant team for revision of the Documents for the Addition of an Emergency Generator to support building emergency power & 211 call center on site.
- Coordination with Tenants & Users on specific requirements and scope of generator power. One (1) meeting to review specific scope, requirements and Tenant goals.
- Revise Construction drawings to incorporate Generator requirements, Electrical infrastructure, structural support and exterior fencing.

- Proposal includes the Consultant portion as reviewed with City in 06/07/10 meeting.

Exclusions/Assumptions:

Service listed above excludes Audio/Visual Design, detailed Acoustic study or recommendations, Civil Engineering, Landscape or Signage/Graphic design. It is assumed that the Furniture, Fixtures and Equipment will be purchased or supplied directly through Tenant's Vendor and Dealer relationships. This proposal does not include detailed selection or review of multiple bids or substitutions from furniture suppliers or vendors.

Addition exclusions include the following: Architectural Models and/or Renderings, Agency/Plan Check fees and major modifications to the exterior building envelope not associated with the Tenant Improvement project and scope. Verification of existing equipment is excluded and if Additional services are required beyond the original Scope of Work (for example such services as described by Attachment "A"), HMC will bill on an hourly basis per the hourly rate schedule, Attachment "B".

Compensation:

HMC's Base A/E fee is calculated at 9.5% of the latest Barnhart Construction Cost Estimate dated March 3, 2009, which translates as follows: \$1,626,989.00x 9.5% = \$154,564.00. Please note that the Bidding & Negotiation and Construction Administration phase fees are already included within the existing contract, so this number has been reduced. See below for specific breakdown. The Construction Administration services will be performed concurrently during the previously contracted bidding & construction phases. Please also note that the approximate cost of the IT closet is about \$22,500.00 (150 Sq.Ft @ \$150) which is included in the fee below.

Total fee for the scope of work listed above shall be a fixed fee of One Hundred Sixty-Three Thousand, Seven Hundred and Sixty-Two Dollars (\$163,762.00), broken down as follows:

Fee Summary – Tenant Improvement Project

Schematic Design (10%)	\$ 18,408.00	
Design Development (15%)	\$ 27,612.00	
Construction Documents (50%)	\$ 92,042.00	
Agency & Bidding (5%)	\$ 0.00*	Included in Base Fee
Construction Administration (20%)	\$ 0.00*	Included in Base Fee
Subtotal Fixed fee –TI Project:	\$138,062.00	

Fee Summary – Emergency Generator Project

Schematic Design (10%)	\$ 2,570.00
Design Development (15%)	\$ 3,855.00
Construction Documents (50%)	\$ 12,850.00
Agency & Bidding (5%)	\$ 1,285.00
Construction Administration (20%)	\$ 5,140.00
Subtotal Fixed fee – Generator Project:	\$ 25,700.00
Total Fixed Fee:	<u>\$163,762.00</u>

Additional Services:

If Additional Services are required beyond the original Scope of Work, such services described in Attachment "A", HMC will bill on an hourly basis per Attachment "B", HMC Hourly Rate Schedule.

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting, delivery, and other expenses related to Agency review, including the submittal of electronic files, Bidding, Construction or other Owner requested costs. Reimbursable expenses include expense of transportation (including mileage) in connection with the Project, expenses in connection with authorized out-of-town travel, including travel time, and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on 1.15 times the amount invoiced to the Architect. Reimbursable allowance preliminarily estimated not-to-exceed Five Thousand Dollars (\$5000.00).

Please send HMC your Standard Contract Amendment if this meets your approval. If you have any questions regarding this proposal or need any additional information, please call me at (213) 542-8300

Sincerely,

Jeremy Duval
Senior Project Designer

JD:le

Encls:
Attachment "A" – Additional Services
Attachment "B" – HMC Rate Schedule

cc: L. Eloff, D. Kailey, M Pedersen, File-CN-AOA
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ATTACHMENT "A"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services, Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
6. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
7. **Claims:** Providing services in connection with claims submitted by Contractor or others.
8. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

ATTACHMENT "B"

HMC RATE SCHEDULE

Standard Hourly Rate Schedule by Professional Category

(Not all categories need apply to this contract)

	Hourly Rates
Principal In Charge	\$ 235.00
Managing Principal	\$ 235.00
Senior Project Manager/Senior Project Architect	\$ 190.00
Project Director	\$ 190.00
Senior Technical Manager	\$ 190.00
Project Manager/Project Architect	\$ 170.00
Technical Manager	\$ 170.00
Technical Leader	\$ 140.00
Project Leader	\$ 140.00
Project Coordinator	\$ 125.00
Intermediate Drafter	\$ 110.00
Drafter	\$ 100.00
Agency Compliance Manager	\$ 125.00
Agency Compliance Coordinator	\$ 90.00
Senior Construction Administrator	\$ 200.00
Construction Administrator	\$ 130.00
Construction Administration Support	\$ 80.00
Managing Senior Estimator	\$ 200.00
Senior Estimator	\$ 180.00
Estimator	\$ 150.00
Senior Specifications Writer	\$ 190.00
Specifications Writer	\$ 170.00
Specifications Technician	\$ 140.00
Specifications Coordinator	\$ 125.00
Principal In Charge (HC)	\$ 300.00
Managing Principal (HC)	\$ 300.00
Sr. Vice President of Healthcare	\$ 300.00
Senior Healthcare Planner I	\$ 300.00
Sr. Vice President of Research & Design	\$ 275.00
Senior Healthcare Planner II	\$ 190.00
Healthcare Planner	\$ 185.00

	Hourly Rates
Design Director	\$ 235.00
Sr. Project Designer	\$ 170.00
Project Designer	\$ 150.00
Design Leader	\$ 125.00
Designer II	\$ 115.00
Designer/Student Intern	\$ 90.00
Director of Interior Design	\$ 235.00
Senior Interior Project Designer	\$ 165.00
Senior Interior Designer	\$ 165.00
Interior Designer Leader	\$ 140.00
Interior Designer	\$ 125.00
Interior Designer Coordinator	\$ 90.00
Senior Sustainable Design Manager	\$ 190.00
Sustainable Design Manager	\$ 170.00
Sustainable Design Leader	\$ 140.00
Sustainable Design Coordinator	\$ 125.00
Senior Education Facilities Planner I	\$ 235.00
Senior Education Facilities Planner II	\$ 175.00
Education Facilities Planner	\$ 150.00
Education Facilities Planning Coordinator	\$ 100.00
Education Facilities Planning Leader	\$ 90.00
Labor Compliance	\$ 140.00
Architectural Model Builder	\$ 135.00
Visualization Arts Coordinator	\$ 110.00
Finisher/Photographer	\$ 105.00
Graphics Designer	\$ 100.00
Computer Services	\$ 100.00
Contract Administrator	\$ 80.00
Admin Support	\$ 75.00

These are the current hourly rates effective March 1, 2010 through February 28, 2011 and are subject to change one time annually effective March 1st

ATTACHMENT "C"

OTHER TERMS AND CONDITIONS

Retainer

An initial payment of zero (-0-) shall be made upon execution of this Agreement and credited to the fee earned at final payment.

Invoicing

The Architect shall invoice its time and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum, pursuant to Civil Code §3320. Should the Owner fail to pay current invoices for more than sixty (60) days, the Architect may stop work on the Project until payment is received or terminate this Agreement with the Owner. The Architect shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

The Owner agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute.

Legal Costs

In the event that legal proceedings between the parties are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its litigation costs and expenses, including reasonable attorney's fees.

Project Suspension/Resumption

If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. If the project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate the Agreement, by giving not less than seven (7) days written notice.

Termination

Either the Owner or Architect may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Termination Expenses are in addition to compensation for Basic and Additional Services and shall be computed as five percent (5%) of the Basic Services and Additional Service Fees.

Owner's Responsibility

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, permits, inspection or other documentation of information or consultants reasonably requested by the Architect. All of foregoing shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

Architect of Record

Should the Project proceed beyond the phases of services in this Agreement, the Owner shall designate HMC as the Architect of Record for the Project and will enter into a mutually agreeable Owner/Architect Contract for the remaining phases of services to complete the Project.

Ownership of Documents

The Owner acknowledges that the Architect's Drawings, Specifications, and other documents are instruments of professional services. Nevertheless, the Drawings, Specifications, and other documents prepared under this Agreement shall become the property of the Owner upon completion of this Project and upon payment of all amounts due the Architect. The Architect, however, shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Should the Owner or any other person, firm or legal entity use, reuse or modify the Architects' Drawings, Specifications or other documents prepared under this Agreement, for other than the Owner's use and occupancy of the completed Project, the Owner agrees to indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, on account of firms, or any other legal entity, on account of any damage or loss to property or person, including death arising out of such use, reuse or modification of the Architect's Drawings, Specifications, and other documents, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

Electronic Files

The Architect is not obligated to provide documents in electronic formats to Owner at any stage of the project's development. When requested by Owner, and at the sole discretion of the Architect, the Architect may transfer documents in electronic file formats to the Owner. The creation of the computer files shall be considered an additional service and the Architect shall be compensated on an hourly basis. By accepting these files/disks and the above stipulations, the Owner agrees to indemnify the Architect, its agents and all consultants against all claims, resulting from the use of these files and the information they contain, by the Owner or their own Consultants, Contractor, Subcontractors, suppliers and all others who receive these files or data. In no event shall the Architect be liable for any loss or profit or any consequential damages as a result of the Clients use or reuse of the electronic files. Owner understands and agrees the Architect relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms". While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party internet service providers or users of the Internet or similar systems. Consequently, the Owner agrees to waive all claims against the Architect for the propagation of virus applications that may cause damage of any kind to the Owner unless the Architect was the creator of the virus.

Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) made against the Owner that are ultimately determined by the Court to be caused by and only to the extent of the Architect's negligence, recklessness or willful misconduct in the performance of professional services under this Agreement and the Architect's Consultants or anyone for whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's negligence, recklessness or willful misconduct and those of the Owner's contractors, subcontractors, agents, or consultants for anyone for whom the Owner is legally liable, and arising from the Project that is the subject of this Proposal. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Architect and Owner, they shall be borne by each party in proportion to its negligence. The Architect is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes,

so that the total aggregate liability of the Architect and his or her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Insurance

During the term of this Agreement, the Architect agrees to provide evidence of insurance coverage of five million dollars (\$5M). In addition, the Architect agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project if such coverage is reasonably available at commercially affordable premiums. The Architect further agrees that the applicable subconsultants will be required to maintain a minimum of one million dollars (\$1,000,000) Errors and Omissions coverage. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Architect's practicing in this state in this discipline are able to obtain such coverage. Nothing contained in the Agreement or otherwise is intended to create a fiduciary relationship between the parties.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultant retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Hazardous Materials

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials or toxic mold at the jobsite, or should it become known in any way that such materials at the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the jobsite is in full compliance with the applicable laws and regulations.

Consequential Damages

The Architect and the 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.

Third Party Contracts

The Owner shall, upon request of the Architect, supply a copy of the executed Agreement with the Owner's Construction Manager or Project Management Firm, relating to services provided under this Agreement.