AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Master Service Agreement; Mead & Hunt, Inc.; Gunni

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mead & Hunt, Inc. and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the contract with Mead & Hunt for the Terminal Area Plan. It includes the Master Agreement, Scope of Work, and Task Order No. 1 for the Scope.

Fiscal Impact: Engineering Services for AIP 52 Terminal Area Plan (2017 Budget)

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Project included in 2017 airport construction fund budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/30/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 8/30/17 (Approved conditionally, Rick is discussing with provider the removal of certain language).

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/1/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/5/2017

Revised April 2015

MASTER SERVICE AGREEMENT
BETWEEN
MEAD & HUNT, INC.
AND
GUNNISON COUNTY

This Master Service Agreement (this **"Agreement"**) is made this 1st day of September, 2017 by and between MEAD & HUNT, INC. a Wisconsin business corporation organized under the laws of Wisconsin with its principal office in the City of Middleton, Wisconsin, hereinafter called (the **"Mead & Hunt"**) and Gunnison County (the **"Client"**) whose offices are located at 200 E. Virginia Avenue Gunnison, CO 81230.

WITNESSETH:

NOW, THEREFORE, the parties hereto, in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which the parties hereto hereby acknowledge, agree as follows:

1. **Services.** Subject to the terms and conditions contained in this Agreement the Mead & Hunt shall perform the services described in each fully executed work order. The Mead & Hunt shall not be obligated to perform any services until it is in receipt of a work order executed by both the parties hereto which described the services to be performed and the rates and fees to be paid in connection with the services. Work orders may be executed in counterparts and copies of signatures transmitted by facsimile, email, or other electronic means shall be deemed originals. Possession by the Mead & Hunt of a fully executed work order shall for all purposes be considered authorization for the Mead & Hunt to commence performance of the services. All services shall be performed in accordance with the *General Terms and Conditions* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

2. **Basis of Remuneration.** As consideration for performing the services, Mead & Hunt shall be paid the sums stipulated in each work order and be reimbursed for expenses incurred in connection with performing said services at times and in the manner set forth in the work order.

3. **This Agreement Controls.** If the terms or conditions of this Agreement conflict with those contained in any fully executed work order made in connection with this Agreement this Agreement shall govern.

4. **Term.** This Agreement shall be in effect from September 1, 2017 to September 1 2019. In the event the services described in a fully executed work order will not be completed during the term of this Agreement, though the work order was executed by the parties while the Agreement was in effect, Mead & Hunt shall continue to be obligated to perform the services and Client shall be obligated to pay for such services as provided in the applicable work order.

5. **Adequacy of Scope of Services.** The stated fees and scope of services contained in any work order constitute the best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. A fully executed work order may only be amended by a written amendment signed by both parties to this Agreement. For those work orders whose described work involves conceptual or process development service, activities often cannot be fully defined during initial planning. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope. Mead & Hunt will inform the Client in writing of such situations so that changes to the applicable work order may be made as required. If the Client requests significant modifications or changes in the scope of the project, the time of performance of Mead & Hunt's services, the description of the services, and the applicable fees must be adjusted by amendment to the applicable work order before Mead & Hunt undertakes the additional work.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

MEAD & HUNT:	**CLIENT:**
	GUNNISON COUNTY
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title: _____
	The above person is authorized to sign for Client and bind the Client to the terms hereof.
Date:_____	Date:_____

Attachment: General Terms and Conditions

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TASK ORDER #1
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN: GUNNISON COUNTY (CLIENT)
200 E. Virginia Avenue Gunnison, CO 81230

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE: September 1, 2017

RECITALS

This is the 1st Task Order to the Professional Services Agreement dated effective September 1, 2017, between the Client of Gunnison County and Mead & Hunt, Inc. The Professional Services Agreement effective 9/1/2017, is referred to herein as the Contract.

AGREEMENT

1. Services to be provided. The Scope of Services is to perform a terminal area planning study. The full Scope of Services is defined in Exhibit A.

2. Schedule. The project shall be completed 5/31/2018.

3. Consideration. The services shall be provided for the lump sum of One Hundred and Sixty-Six Thousand, Five Hundred and Ninety-Three Dollars ($166,593.00). Progress payments shall be made in accordance with the Contract.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated (9/1/2017) All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT."

Accepted by: GUNNISON COUNTY	Approved by: MEAD & HUNT, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
The above person is authorized to sign for Client and bind the Client to the terms hereof.	
Date: _____	Date: _____

Exhibit A
Terminal Area Planning Study
Scope of Services

Gunnison- Crested Butte Regional Airport
Gunnison, Colorado

Gunnison County, owner/operator of the Gunnison-Crested Butte Regional Airport (Airport) wishes to prepare a Terminal Area Plan (TAP) for the Airport and has established a specific direction to be taken toward the preparation of this plan. The following work program describes the effort required to complete the TAP for the Airport based on these stated desires, addressing the terminal renovation needs of the Airport and providing a program for realistic implementation, including design and construction.

Purpose of the project is to prepare a detailed facilities layout "concept" plan for development within the terminal area at the Airport. For this project, the terminal area is defined as on-airport property that includes the terminal building, the terminal aircraft parking apron, along with areas inside of and adjacent to the terminal loop roadway system (formed by Rio Grande Ave., 11th Street and 12th Street).

Mead and Hunt (Consultant) will lead and manage the development of the TAP, as specified in this Scope of Services. The project planning team will be comprised of the Consultant, its sub-consultants, Airport Management, and other consultants working for the Airport.

The focus of the TAP is to make recommendations for the redevelopment/renovation of the terminal building as described in the 2016 Airport Master Plan, as well as the appropriate use of land parcels in the terminal area. The project will include programming to determine appropriate sizes for terminal building components, roadway capacities, terminal curb frontage, aircraft and automobile parking, and other airport facility needs that are quantifiable in consideration of the existing FAA approved aviation demand forecasts. Facility options will consider the value of existing structures and mechanical/electrical/plumbing systems in the development of programming and concept studies. Programming will then be converted into plan options. A preferred option (with phasing if required) will be developed with an opinion of probable cost and FAA AIP eligibility study. Terminal needs will be determined for the short-term planning range (1-5 years), the medium-term planning range (6-10 years) and the long-term planning range (11-20 years).

The TAP is not intended to provide detailed floor plans, interior design or architectural building elevations for proposed structures. Its scope is limited to only the planning of the passenger terminal building and associated facilities. Preliminary architectural and engineering design is not eligible for AIP funding under this planning project and is not included in this project, except for conceptual development necessary to create viable planning alternatives and phasing as described herein

Background Information and Considerations

The Airport recently completed an Airport Master Plan in 2016. The Master Plan has recommended the renovation alternative for the GUC terminal building and also recommended this TAP and follow-on Environmental Assessment (EA) as the next steps in the process. Some of the issues and considerations identified in the Master Plan or identified by airport staff include, but are not limited to, addressing the following:

1. Visitor Experience
2. Terminal building systems and building life safety upgrades
3. Traffic access, circulation and parking
4. Security checkpoint
5. Concessions and revenue generation
6. Baggage Processing
7. Gates and hold rooms
8. Ticketing and airline ticketing offices

Project Scope Elements

The following sections describe the project scope elements (and deliverable dates) for this planning effort. They are organized as follow:

1. Study Design
2. Project Management, Coordination, Communication
3. Terminal Assessment and Inventory
4. Facility Requirements and Terminal Space Programming
5. Initial Terminal Area Development Alternatives
6. Refined Terminal Area Concept and Development Program
7. Public Involvement/Information
8. Documentation
9. Meetings and On-Site Visits Summary

All scope elements will be accomplished in accordance with current Federal regulations, policy, guidance and Advisory Circulars (ACs), including AC 150/5360-13, *Planning and Design Guidelines for Airport Terminal Facilities*, and AC 150/5360-9, *Planning and Design of Airport Terminal Facilities at Non-Hub Locations*.

1. STUDY DESIGN

1.1 Project Scope, Fee Estimate and Contract.

It is important at the onset of the planning process to define a detailed Scope of Services. The study design includes development of a comprehensive Scope of Services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and fee estimates for completing the work. It also serves to organize the project planning team so that the necessary study efforts are effectively executed and the participant roles and responsibilities are clearly defined.

2. PROJECT MANAGEMENT, COORDINATION, COMMUNICATION

2.1 Project Coordination.

The Consultant will work with Airport Management, and the Gunnison Board of County Commissioners, interested parties, and the FAA in order that the plan reflects airport development needs as well as the character of the community.

Regular meetings and discussions will be held between the Consultant and Airport Management. It is envisioned that the meetings will be held during the course of the TAP via regular telephone discussions and progress reports as required. The purpose of the meetings will be to report on progress made on the TAP since the prior meeting, receive input from the participants, report on important phases or sub-phases that have been completed, identify problems encountered for the purpose of resolution, evaluate and select alternatives presented, and generally afford an opportunity to review the work and findings at various stages of completion.

The Consultant will develop a schedule for conducting the TAP, updating it as appropriate with the approval of Airport Management.

2.2 Establish Sponsor Review and Input Process.

A Sponsor review and input process has been established and includes regularly scheduled conference calls with Airport Management. Additionally, chapters of the TAP will be produced and grouped as Working Papers and sent to the Airport and FAA at the appropriate times during the planning process. The role of Airport Management will be to review the Working Papers, provide input, and generally service in an advisory capacity to the consultant. It is also anticipated that the Board of County Commissioners (BOCC) will participate actively in the planning process and regular updates to the BOCC will be provided as described in Task 9

2.3 Progress Meetings.

Progress meetings will be scheduled during the course of the TAP with the Sponsor and other interested parties. The purpose of the meetings will be to report on progress made on the Study, report on important phases or sub-phases that have been completed, identify problems encountered for the purpose of resolution, evaluate and select alternatives presented, and generally afford the opportunity to review the work and findings at various stages of completion. Quantity and sequence of progress and public meetings are defined in section "ON-SITE MEETINGS AND ACTIVITIES SUMMARY" below.

2.4 Management Oversight and Quality Control.

To provide appropriate direction and project management for the development of the TAP as each assignment is undertaken and completed, the Consultant, solely responsible to the Sponsor, will manage the subconsultant's contracts, receive progress reports from each subconsultant and evaluate each in terms of progress and adherence to the overall program schedule. To ensure consistency throughout the project in terms of written and graphic communication, the Consultant will be responsible, through regular in-house meetings and communications, for quality control, final word processing, proof-reading, editing, final graphics, presentation graphics, and production of all documents, including working papers, technical memorandums, draft reports, final reports, summary brochures, and others if included in the scope.

3. TERMINAL ASSESSMENT AND INVENTORY

3.1 Collection of Existing Information.

A. Existing digital and paper copies of information on the terminal and terminal area will be collected. Paper copies will be scanned into PDF format for future use.

B. Collect and organize Airport provided data on any Terminal Systems and Life Safety Assessments that exist.

3.2 Terminal Area Facilities Inventory.

The terminal area and building will be inventoried for studies and alternate development. Tasks will include:

A. Field measurements sufficient to create preliminary BIM (building information model) of terminal.

B. BIM model of major architectural and structural elements will be created. Model will be limited to items that can be verified without demolition or removal of existing building elements. Model will be developed to a level sufficient for concept studies, and focus primarily on public spaces. Tenant areas such as ATO spaces will be identified as singular areas.

C. Documentation of existing finishes.

D. Preliminary code analysis documenting life safety, accessibility and energy requirements of current building code, and how the terminal does or does not meet these requirements.

E. Field study of electrical systems to determine:
- Transformer and Panel capacity
- Age of system (if available)
- Building deficiencies that may impact electrical system

3.3 Inventory of Landside Vehicle Parking, Ground Access Facilities and Services.
- Vehicle circulation
- Long term and short term parking counts
- Rental car areas
- Charter bus circulation and parking
- Curbside area

3.4 Inventory of Airside/ramp area.

The Airport will provide survey data, FAA-approved ALP, and the 2016 GUC Airport Master Plan Study, including conditions assessment for the ramp area. This information will be assembled as part of the Terminal Area facilities inventory.

Deliverables.

Narrative of terminal area facilities inventory, including:
- Existing terminal area facilities summary
- BIM model
- Code Analysis
- Programming with area sf designated
- Architectural finishes narrative

- Electrical systems narrative

4. FACILITY REQUIREMENTS AND TERMINAL SPACE PROGRAMMING

The Consultant will convert the previously prepared FAA-approved activity forecast from the 2016 GUC Airport Master Plan Study into numerical demand for the airside, landside, and terminal functional areas for short, medium and long-term planning ranges.

4.1 Airside.

Aircraft parking configuration and loading bridge scenarios will be analyzed in terms of their capacity and ability to accommodate demand scenarios.

4.2 Landside.

Public and employee auto parking, rental car parking, access and circulation demands will be used for development of parking and roads capacities needed to support the future passenger demand.

4.3 Terminal Building.

The terminal building area requirements will be defined based on the forecasts. These terminal areas include the following:

- Baggage claim
- Baggage make-up
- Ticket counters and queuing areas
- Airline operational, office, and storage space
- Gate hold areas
- Aircraft gates
- Restrooms
- Concession space including retail, food/beverage, and advertising
- Circulation and passenger conveyance
- Waiting and meeter/greeter areas
- Security checkpoint
- Rental car space/counters
- Storage and janitorial space
- TSA accommodations
- Electrical, HVAC, plumbing, fire protection, and emergency generator areas
- GSE storage/parking

Deliverables.

The following will be provided:

- Summary of the airside, landside and terminal building area requirements, based on the forecasts.

5. INITIAL TERMINAL AREA DEVELOPMENT ALTERNATIVES

5.1 Development of Alternatives.

Based on the demand analysis, up to three alternatives will be developed to meet demand and capacity for the 20 year planning period. Facilities requirements will be identified by comparing the inventory of existing facilities against the demand/capacity analysis. Anticipated timing of required improvements will also be identified. The facility alternatives will focus on the issues that are most important to the future growth and development of the Airport terminal, as determined by the stakeholder involvement and demand/capacity analysis.

Deliverables.

The following alternatives will be developed:

- Terminal building – 2 conceptual level floor plan layouts, in addition to the "as-is" alternative.
- Terminal apron layout alternatives, including loading bridges and aircraft parking configurations. 1 conceptual level layout.
- Vehicle parking, access and circulation – 1 or 2 conceptual level layouts
- Order-of-magnitude level construction cost estimates for each alternative will be provided. These will be based on square foot costs for new and renovated construction and other significant cost items. These are not for budgetary purposes, but for the purpose of comparing relative costs of alternatives.

6. REFINED TERMINAL AREA CONCEPT AND DEVELOPMENT PROGRAM

6.1 Preferred Alternative.

Based on the preferred alternative for the development of the terminal, a conceptual plan will be prepared.

6.1.1 Conceptual Plan Components.

- Building/Zoning Code Summary
    - Site setbacks, easements
    - Height restrictions
    - Construction type
    - Occupancy type
    - Area summary
    - Exiting Requirements
    - Room occupancies
- Site plan of vehicle parking, passenger drop-off, access and circulation
- Concept level floor plans
- Massing sketches or other visualizations to convey the significant aspects of the concept plan. Maximum of 4 sketches / massing / section studies.
- Terminal apron layout including loading bridges and aircraft parking configurations.
- Conceptual phasing plan
- Description of site utility needs
- Description of anticipated scope of work for major building systems, including a brief summary of any electical service upgrades.

6.1.2 Conceptual Level Probable Construction Cost Estimate.

A concept level probable cost estimate will be developed for the conceptual design created for the selected alternative. A program budget will be developed based on the preferred alternative, and will include:

- Site Development Costs
- Utility Costs
- Building Demolition Costs
- Phasing and Temporary Operations Costs
- General Building Construction Costs
- Fixtures, Furniture and Equipment
- Architectural/Engineering Fees
- Plan Approval Fees
- Bidding Costs
- Contingencies
- Sponsor Costs (Soft Costs)
- Inflation escalation

6.2 Eligibility Analysis.

An eligibility analysis will be performed in accordance with the FAA AIP handbook to identify those portions of the terminal improvements that are eligible for AIP and/or PFC funding.

6.3 Terminal Development CIP.

The Conceptual Design Cost Estimates will be used to prepare a draft capital improvement plan for the long-term terminal development.

Deliverables.

Deliverables for this task will include the following:

- Concept Plans
- Concept Level Probable Construction Cost Estimate
- Results of Eligibility Analysis
- Terminal Development CIP

7. PUBLIC INVOLVEMENT/INFORMATION

7.1 Public Information Process

The general public is often unaware of the contributions an airport makes to the local economy and its infrastructure. This work task will focus on positive communication with the public and provide a forum for their comments and concerns to be heard and addressed in a proactive manner.

Two public involvement meetings are planned to engage the public. Those two meetings will generally be the following:

- An initial informational meeting used to notify the public and stakeholders of the scope and goals of the study

- A meeting after development of the preferred concept to inform on the direction selected by Airport Management.

The specific format for the meeting will be determined by the Sponsor and the Consultant. Examples of various styles include an open house format where interested persons can view various graphics and ask questions in a very casual environment; a workshop format where a formal presentation can be given along with a working session to solicit information from interested citizens; as well as the more conventional public meeting where a formal presentation is made and a specific question and answer session are held. As noted, specific times and formats for the meeting will be determined as the project progresses and more information is obtained regarding local perception of the project and the Airport as a whole.

The Sponsor is responsible for advertising and placing notices to inform the public about the meetings, as well as for securing an appropriate location in which to conduct the meetings.

The Consultant will prepare graphics and develop meeting handouts for the public information meeting. These handouts may include the same information as developed for the preferred alternative or may be abbreviated versions of the same information.

Initial public information meeting will be held in Gunnison and will include presentation on -

- Economic importance of airport
- Aviation activity forecasts
- Existing terminal area challenges
- Purpose of the TAP

The Consultant anticipates holding public meetings on the same days as Airport briefings and stakeholder briefings (see Section 9 below).

8. TAP DOCUMENTATION AND DELIVERABLES

The Consultant shall prepare a terminal concept plan report which will summarize and document the findings of the task outlined in this Scope of Services. The format of the report will be as described below.

At a minimum, the report will include the following chapters:

- Introduction
- Inventory of Facilities
- Demand/Capacity Analysis
- Facility Requirements
- Alternative Concepts
- Preferred Concept
- Estimated costs and CIP
- Appendices

Working papers will be provided for review by the FAA and the Airport. The first working paper will address the Inventory of Facilities, Demand/Capacity Analysis and the Facility Requirements. The second working paper will address the remaining chapters of the report and will serve as a draft version of the final report.

Five printed copies and one CD containing an electronic copy of the final draft report will be delivered to the Airport. Two printed copy and on CD of the final draft report will be delivered to FAA. Drawings will be provided in pdf and AutoCAD format. Text will be provided in pdf and MS Word formats.

9. ON-SITE MEETINGS AND ACTIVITIES SUMMARY

This scope of services includes the following on-site meetings and investigations, along with a description of Consultant Team personnel that will attend each meeting:

1. Kick-off meetings, stakeholder engagement and site investigation. These will be meetings over the course of several days and will include the following:
    a. Kick-off meeting with the Airport staff
    b. Information gathering meetings with key stakeholders, including - airlines, rental car agencies, concessionaire(s), Crested Butte Mountain Resort (CBMR) and Western State Colorado University.
    c. Building investigations by architecture and engineering professionals.
    d. Anticipated attendees by Consultant Team are:
        i. Project/Terminal Planner
        ii. Air and Landside Planner
        iii. Mechanical Engineer
        iv. Electrical Engineer
        v. Architectural Technician
2. Meetings over one or two days at the airport to:
    a. Present Conceptual Alternatives to Airport staff and airport designated stakeholders
        i. Hold first public information meetings in Gunnison (see Section 7 above).
    b. Anticipated attendees by Consultant Team are:
        i. Project/Terminal Planner
        ii. Air and Landside Planner
3. Meeting with airport staff and designated stakeholders to present development of the preferred Conceptual Plan.
    a. Anticipated attendees by Consultant Team are:
        i. Project/Terminal Planner
        ii. Air and Landside Planner
4. Second Public Information meeting
    Anticipated attendee by Consultant Team: Project Manager.

10. WORK NOT INCLUDED IN THE SCOPE

Geotechnical Investigation
Topographical and boundary surveys
Off-airport transportation planning
Review of Existing building mechanical system

DBE or ACDBE support

EXHIBIT A

Mead & Hunt, Inc.
General Terms and Conditions ("General Terms") for Engineering, or Consulting Services
Colorado

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.

2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.

3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.

4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.

5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.

6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.

7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.

8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.

9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.

10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.

11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. Under no circumstances

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shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.

14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.

15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.

17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.

18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.

19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.

20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.

21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.

22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.

23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.

24. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

25. Each provision of this agreement which contains an indemnification obligation is hereby amended to limit such indemnification obligation so as not to exceed the amount and/or extent of such obligations permitted by applicable law including the limitations provided by C.R.S.A. § 13-21-111.5(6), as applicable.

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