

REQUEST FOR QUALIFICATIONS
Architectural and Engineering Services



Renovations to 201 N. Broadway
Billings, Montana

REQUEST FOR QUALIFICATIONS

Architectural and Engineering Services

Big Sky Economic Development Authority (“**BSED**”) is soliciting qualifications from architectural and engineering firms to provide the services (the “**Services**”) described in this Request for Qualifications (the “**Request**”); the firm BSED selects, the (“**Architect**”) for the project described in this Request (the “**Project**”). The Project is the renovation of the Montana National Bank Building pictured on the cover of this Request (the “**Facility**”).

To be considered for the Services, BSED must receive your response (the “**Response**”) to this Request before **4:00 p.m.** Billings time on **May 27, 2020** at **222 N 32nd St. Suite 200, Billings, Montana**. Parties submitting Responses are responsible for all expenses incurred in preparing and presenting a Response and BSED shall have no liability related thereto. Responses must be prepared in strict accordance with the requirements of this Request.

Background Information

Big Sky Economic Development is an organization that hosts eight (8) programs that focus on the growth and development of businesses, the recruitment of new business, and the development of our region's vibrant economy.

Big Sky Economic Development is renovating the Montana National Bank Building at 201 N. Broadway for the purpose of taking its suite of business support services to the next level. The facility will provide collaboration and coworking space geared toward entrepreneurs within the Rock31 program, create a large training/conference space, as well as house the associated BSED programs. The whole building goal is to create state-of-the-art, interactive space geared towards collaboration, wellness, and productivity. This facility will put BSED in a space that honors the history of our city while helping new and existing businesses flourish and grow.

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (U.S. EDA) and therefore is subject to the Federal laws and regulations associated with that program. The U.S. EDA will play a significant role providing concurrence throughout the project.

Response Information

To submit a Response, the respondent shall include six (6) copies of a statement of qualifications based on the criteria below (that part of the Response, the “**Statement of Qualifications.**”)

Any inquiries regarding this Request must be submitted in writing, preferably by e-mail, to:

Becky Rogers
Big Sky Economic Development
Director of Operations

222 N. 32nd St., Suite 200
Billings, MT 59101
d. 406.869.8405
e. becky@bigskyeda.org

BSED has no obligation to respond to inquiries but may do so in its discretion. Proposers must limit their contact to only Becky Rogers. This restriction is in the interest of maintaining consistent and accurate responses to inquiries and to ensure a process that is fair to all proposers. Do not make contact with other members of the BSED staff, its board members, or consultants about this Request.

Selection Process

A selection team comprised of BSED staff and board members (the "**Selection Team**") will review, evaluate, and rank each Statement of Qualifications submitted in accordance with this Request. As part of that process, the Selection Team may contact references provided by the respondent. After that initial review, evaluation, and ranking, the Selection Team will select up to five respondents for an interview.

BSED will notify the respondents selected for an interview and provide a supplemental interview guidance document. Following the interviews, the Selection Team will make a final decision based on the Statement of Qualifications and the interview. The Selection Team will then select the highest ranked respondent to receive the preliminary award. BSED will notify: (1) the successful respondent of its preliminary award of the Services; and (2) other respondents that were interviewed about the outcome of the selection process. The making of a preliminary award to a respondent does not provide the respondent with any rights and does not impose upon BSED any obligations. BSED is free to withdraw a preliminary award at any time and for any reason. **Please note that the preliminary award and final selection of the Architect is contingent on the approval of the BSED Board of Directors.**

The selected respondent will then negotiate with BSED on fee and contract conditions. The form of Services Agreement the Architect must sign will be (the "**Agreement**"): (1) an AIA B101-2017 Standard Form of Agreement between Owner and Architect (see [Attachment D](#)) as modified by the addendum that is [Attachment E](#); and (2) other agreements BSED deems necessary to complete the full complement of agreements that will comprise the Agreement. Respondents have no rights under or relating to this Request unless and until signing the agreement.

If in the opinion of BSED, a satisfactory Agreement and Fee cannot be reached with the first selected respondent within 15 business days after BSED makes the preliminary award, BSED reserves the right to substitute the next highest ranked respondent as recipient of the preliminary award.

BSED is a public organization and subject to open record laws. **Please note that all correspondence to BSED staff and materials submitted to this Request are subject to public review.**

Description of the Project

The Project consists of renovating the 24,111 square foot Facility and will focus primarily on the interior of the Facility. Retaining the historical integrity of the Facility's exterior is important to the project. The Project goal is to create state-of-the-art interactive space geared towards collaboration, wellness, and productivity.

A set of existing and draft floorplans for the Facility are provided in Attachment A. The floorplans are preliminary and may not fully address the needs of the Project but give a good indication of the desired outcome.

The site improvement components of the Project are not extensive due to the limited nature of the Facility's downtown location but will include sewer and water upgrades along with related sidewalk repairs. Please refer to the site plan in Attachment B.

Certain elements of the project will not be paid for by Federal fund. Thus, the project has two schedules: 1) The U.S. EDA Schedule, which contains elements that will receive Federal funding; and 2) The Non-U.S. EDA Schedule, which contains elements that are funded solely by BSED. Non-U.S. EDA elements include the sewer and water upgrades mentioned in the previous paragraph as well as any selected optional supplemental services listed under the Scope of Work section below.

The areas for the building's work will include majority portions of each of the following 4 levels:

3 rd Floor	6,050 SF
2 nd Floor	4,261 SF
1 st Floor	6,900 SF
<u>Basement</u>	<u>6,900 SF</u>
	24,111 SF

Additional Project Information:

- i. The Project includes a new elevator and exit stairway.
- ii. The Project will bring Facility components up to code and supportive of ADA guidelines.
- iii. The Facility's structural components are non-combustible.
- iv. Upgrades include new plumbing, electrical, and related systems for the entire Facility along with replacement of most of the heating and cooling systems.
- v. The exterior of the Facility is in good condition and contains new roof materials.
- vi. Asbestos removal is a whole building goal.
- vii. Energy conservation is a design component with 65,000 BTU/SF/Year set as an energy goal.
- viii. A majority of the Facility's interior finishes are being replaced or upgraded.
- ix. A Phase I and Phase II environmental study has been completed and findings are addressable.
- x. Total Design and Construction cost (including contingency but minus FF&E) is estimated at \$3,029,000

Project Schedule

A preliminary Project schedule is included under Attachment C.

Scope of Work

The Architect must have the ability to provide a full range of architectural and engineering services from program verification to final inspection. The Services will comprise the following basic services (the following basic services and any other basic services the Agreement describes, the "**Basic Services**") and supplemental services (the "**Supplemental Services**"):

Basic Services

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding Phase Services
- Construction Phase Services
- Value Engineering
- Historic Preservation
- Sustainable Project Services
- On-site Project Representation
- Project close out
- Occasional attendance and/or presentations at BSED meetings
- 1-year Warranty Walk-Through
- Deliver Electronic Files (PDF format)

Required Supplemental Services

- Measured Drawings
- Construction Testing*
- Civil Engineering
- As-constructed Record Drawings
- Telecommunication/Data Design

Optional Supplemental Services

- Building Information Model Management and Responsibilities (300 level)*
- Landscape Design*
- Furniture, Furnishings, and Equipment* Design and Specifications*

* indicates Non-U.S. EDA Schedule

Minimum Requirements

Required coverage for Commercial General Liability Insurance is at least \$2M for each occurrence and \$2M in aggregate for bodily injury and property damage. Respondents cannot propose unless this minimum requirement is met. Verification is requested in the proposal content.

Delivery Process

The delivery process for the construction phase will be a conventional design-bid-build process using competitive bids and a formal sealed bid opening. The bid will be for a single contract with an U.S. EDA and Non-U.S. EDA schedules.

Proposal Content and Instructions

The proposals submitted in response to this Request (a "**Proposal**") shall include a Statement of Qualifications reflecting the criteria listed below. Proposals should be clear and concise and place an emphasis on the specific qualifications of the people who will actually perform the Services and the Architect's specific approach for executing the Services. Provide six (6) copies of the Statement of Qualifications to the specified location by the established due date and time.

1. Design Experience: Must be able to show a minimum of three (3) successful similar office projects (renovation, reuse, or conversion) in the past five (5) years. Please indicate if a project involved an existing building older than 70 years. Also indicate if a project involved innovative/creative/collaborative office space design.

2. Federal Funded Projects: Represent your firm's experience on projects with Federal funding. Indicate the measures taken to ensure requirements are met.
3. SHPO: Represent your firm's experience working on projects that interact with the State Historic Preservation Office (SHPO).
4. Special Qualifications: Describe what unique or extraordinary skills or qualifications your firm brings to this project. How would the selection of your firm add value to the project? What makes your team unique?
5. Key Personnel: List the experience and capabilities of key personnel, including the Project Manager. Also list who will lead Code Compliance, Structural Engineering, Mechanical Engineering, Electrical Engineering, Programming, Cost estimating, and Value Engineering. Please list outside consultants and specialists (if any) you intend to collaborate with on the project. Please note who will serve as the project lead.
6. Workload and Capacity: Project and present your workload during this project's schedule. Demonstrate your ability to adequately assign people to the project to meet time and budget requirements. List staff size and relate it to the volume of work anticipated.
7. Budgeting and Cost Estimating: Describe your firm's data bases and other tools used to assist with accurately forecasting costs and creating realistic budget checks.
8. Change Orders: Describe the process you will use to minimize change orders and claims.
9. Collaborative Design: Describe the process you will use to gather input from a large group of stakeholders (staff members, board members, entrepreneurs, community stakeholders, etc.) How will you help the owner navigate competing interests?
10. Past Performance References: Submit a list of references with addresses and current phone numbers. Letters of recommendation are not required but are acceptable. Provide three (3) references from project owners, two (2) references from general contractors, and one (1) reference from a subcontractor. Use references that have the best relevance to this project's scope.
11. Provide a copy of your Certification of Insurance to reflect you maintain the minimum Professional Liability Insurance coverage.

Selection Criteria

Selection will be quality based on the firm best fulfilling the criteria listed above, including the Selection Team's judgment of the firm's ability to deliver a high value project and the firm's demonstrated history of client satisfaction and ease of working relationship. A rating scale of 100 total points will be used for scoring the Statement of Qualification as follows:

The Statement of Qualification Selection Criteria:

DESIGN AND PROJECT EXPERIENCE (40 points)

TEAM QUALIFICATIONS (25 points)

BUDGETING AND CHANGE ORDERS (15 points)

REFERENCE CHECK (15 points)

LOCAL FIRM (5 points)

U.S. EDA Requirements

The U.S. EDA requires the selected architecture firm to execute the Certification Regarding Lobbying form, found in Attachment F, as required by Section 1352, Title 31, of the U.S. Code.

Selection Process Timeline

Release of RFQ – May 1, 2020

Virtual Mandatory Meeting and Facility Tour – May 13, 2020

RFQ and Fee Proposals Due – May 27, 2020 at 4:00pm MST

Interview Selected RFQ Respondents – June 8-12, 2020

Select Preliminary Award Recipient – tentatively June 15, 2020

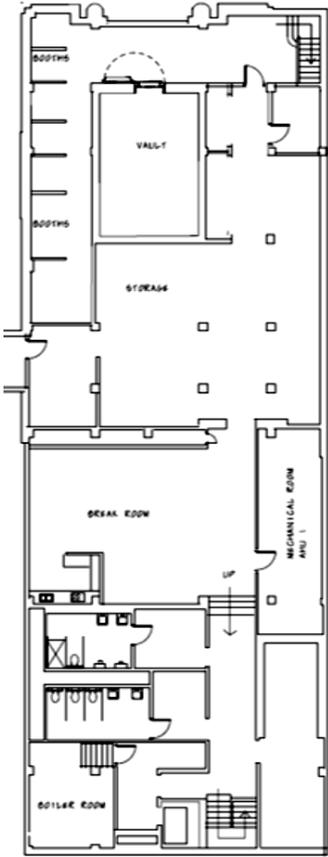
Additional Terms and Conditions

Without incurring any liability, BSED has the absolute right to: (1) cancel this Request and re-solicit or obtain Proposals via other mechanisms; (2) amend this Request; (3) reject any or all Responses; (4) award the Services to the respondent that, in BSED's judgment, will be in its best interest. By submitting a Response, the Respondent agrees that it shall hold the Response firm for ninety days following the submission deadline. BSED reserves the right, to ask any respondent to clarify its Response or to submit additional information. Each respondent is responsible for having read and understood this Request and the failure to have done so shall in no way relieve it from any aspect of its Response or the obligations related thereto. Each respondent is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this Request, the Project, and the performance of the Services. By submitting a Response, the respondent represents that: (1) it has thoroughly examined and become familiar with the scope of work outlined in this Request; (2) it is capable of performing the Services to achieve BSED's objectives; and (3) it examined and became thoroughly familiarize itself with all conditions of the Facility and site or waived its right to do so.

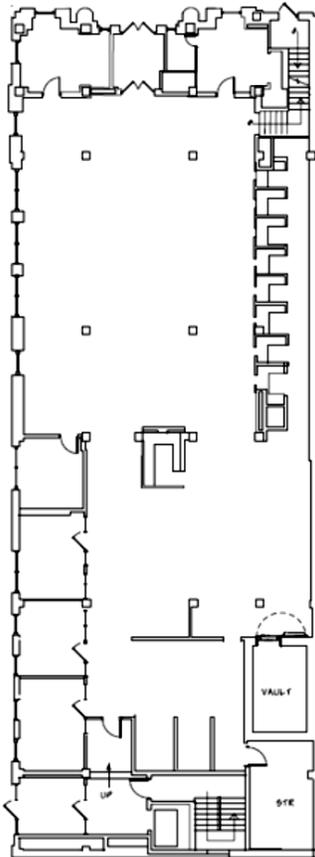
Attachment A
EXISTING FLOOR PLAN

201 N BROADWAY

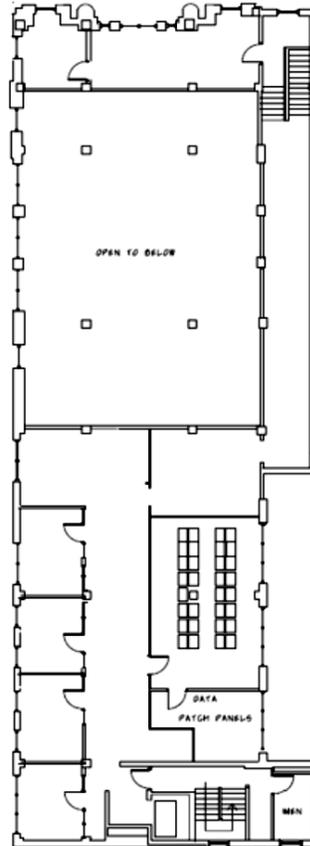
Total Area 24,111 SF



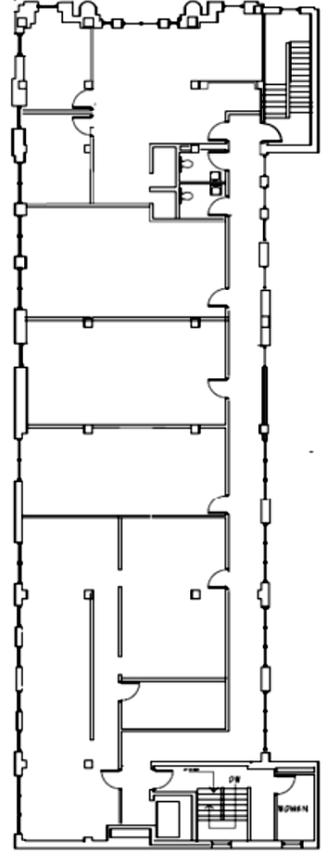
BASEMENT
6.900 SF



1st 6.900 SF

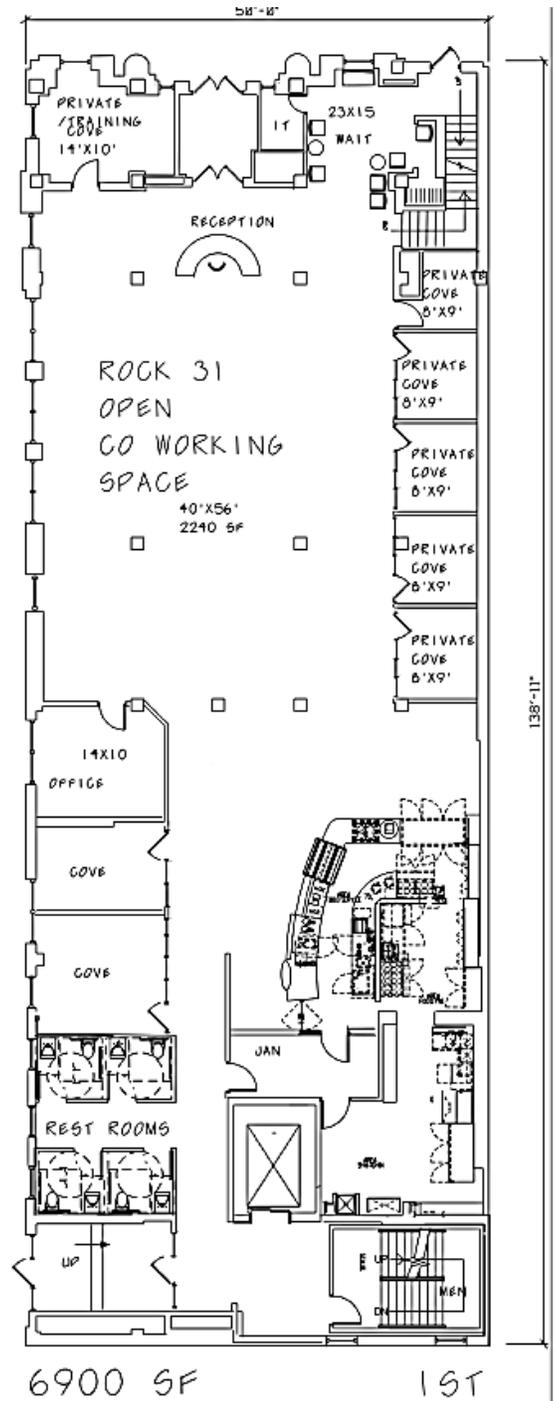
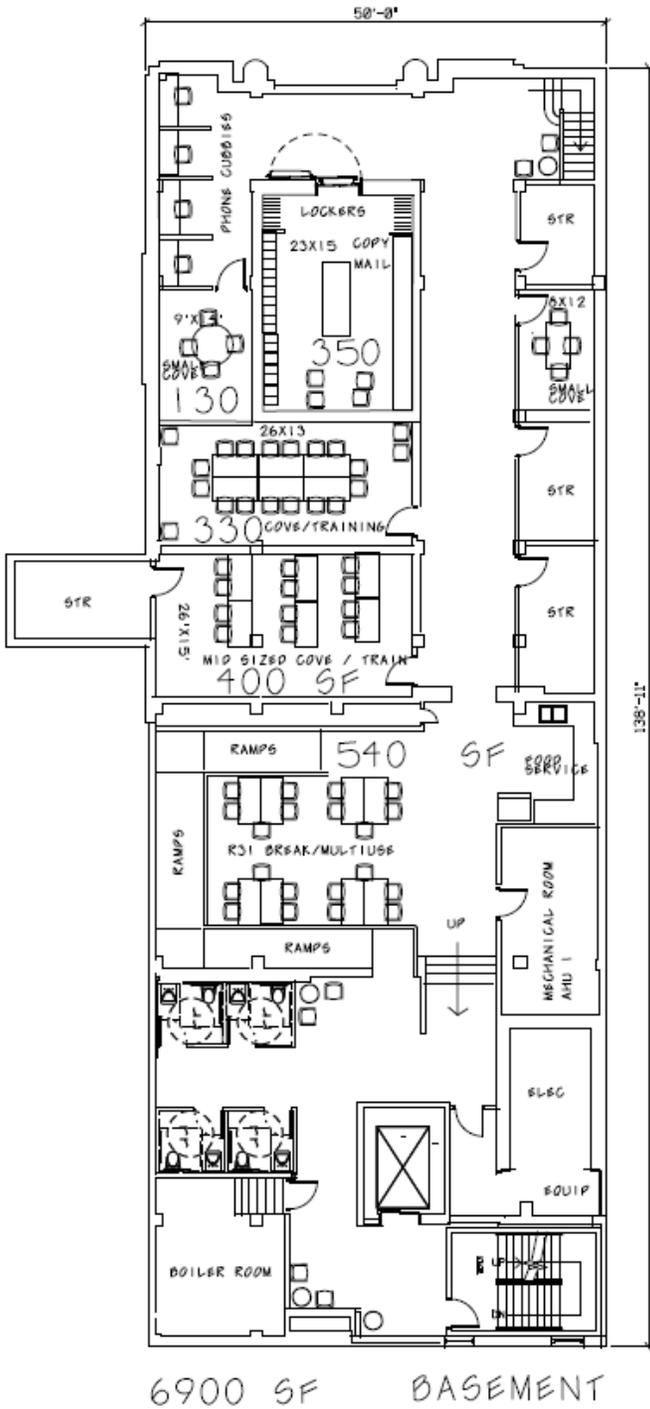


2nd 4,261 SF

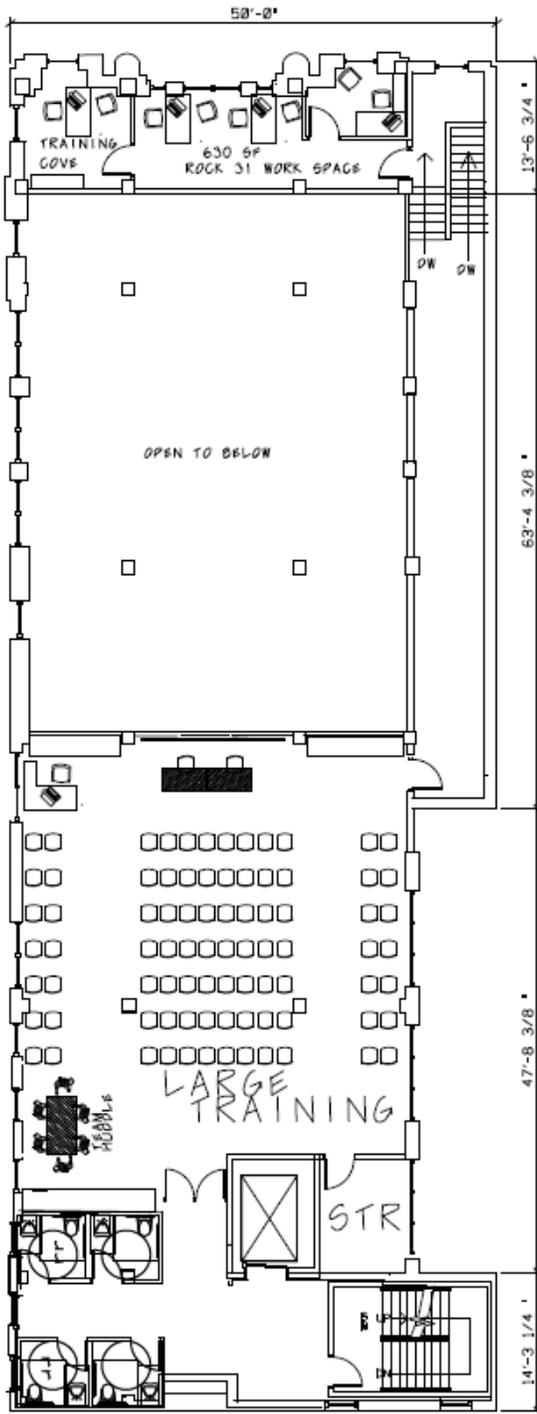


3rd 6,050 SF

**Attachment A Continued
DRAFT FLOORPLAN
Basement and 1st floor**

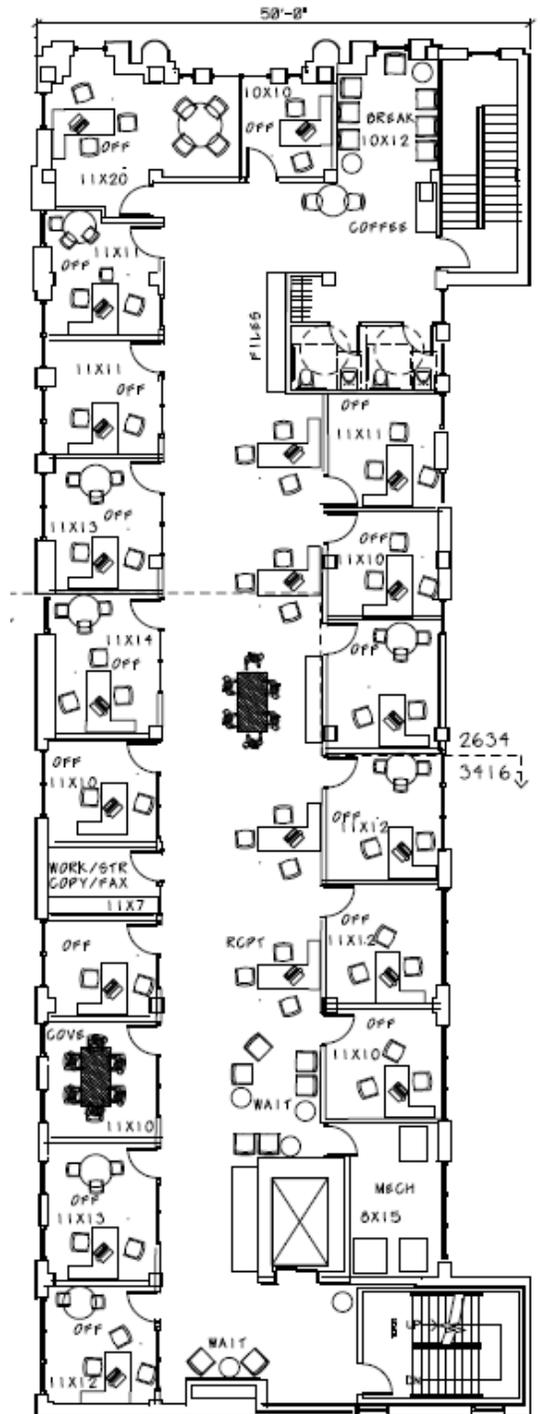


**Attachment A Continued
DRAFT FLOORPLAN
2nd and 3rd floor**



4261

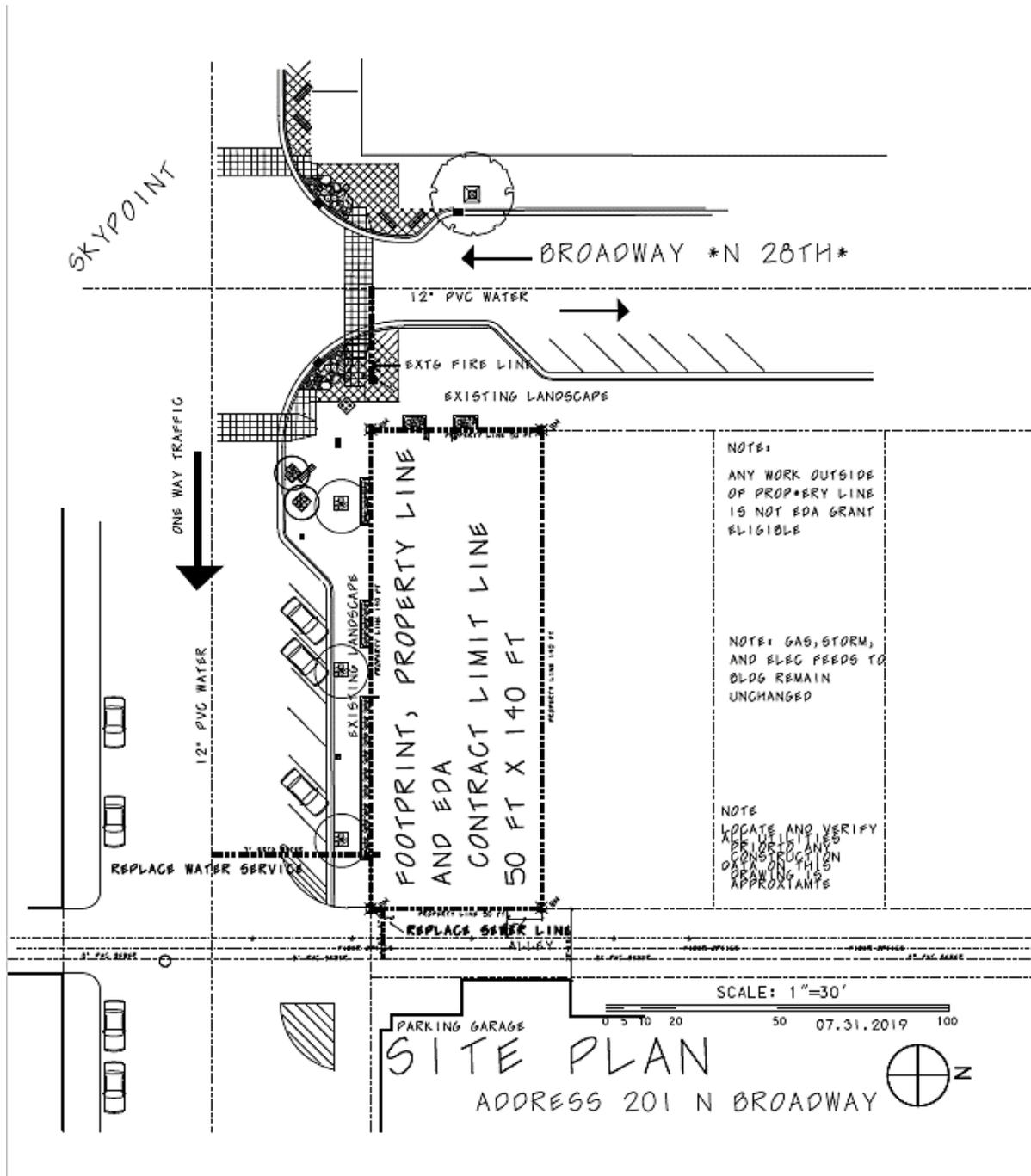
2ND



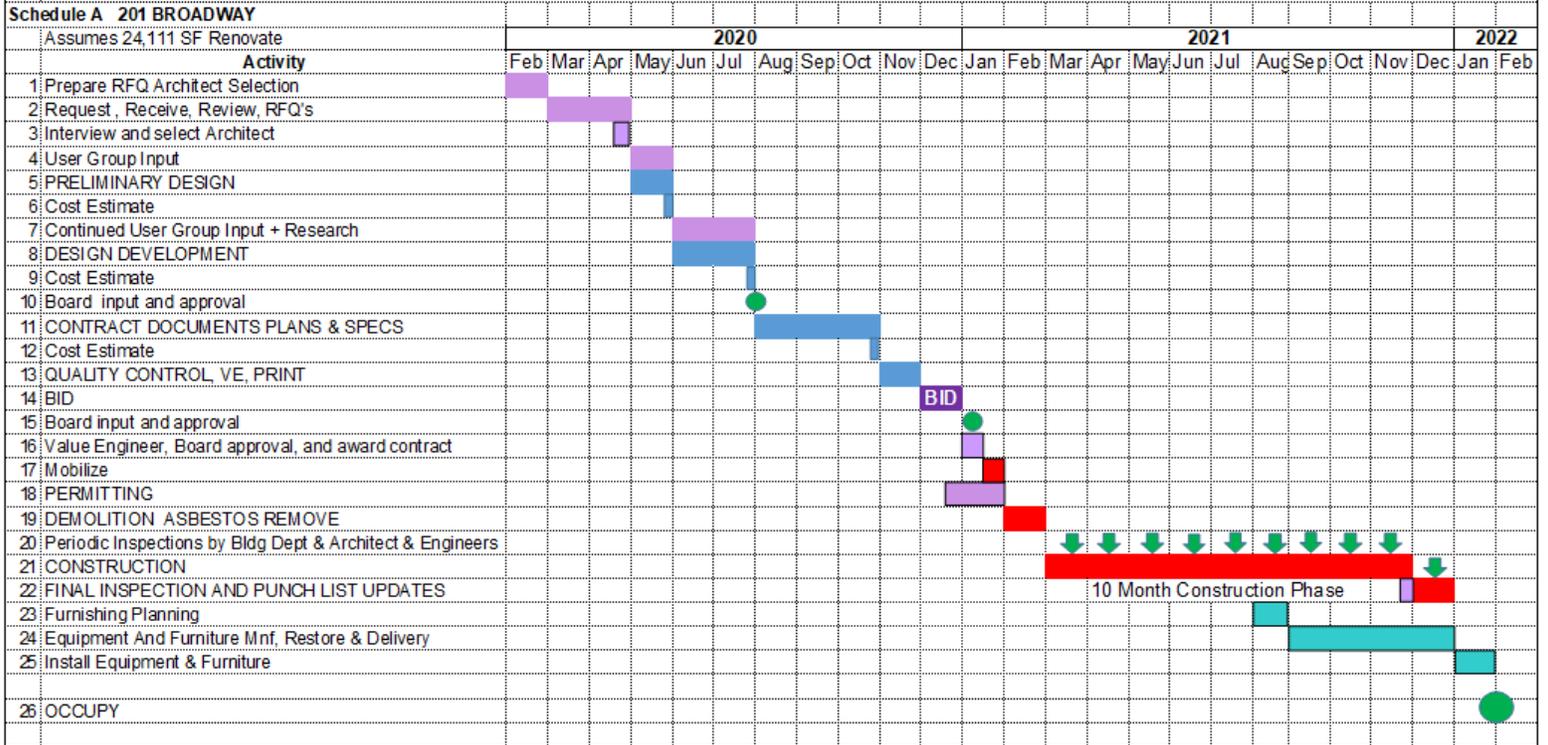
6050

3RD

Attachment B SITE PLAN



Attachment C PRELIMINARY SCHEDULE



Attachment D
AIA B101-2017 SAMPLE STANDARD AGREEMENT BETWEEN OWNER AND ARCHITECT

[Please click HERE to access a .pdf copy of the agreement.](#)

Attachment E
ADDENDUM TO AGREEMENT BETWEEN OWNER AND ARCHITECT

ADDENDUM TO AGREEMENT BETWEEN OWNER AND ARCHITECT

This Addendum (the “**Addendum**”) is between _____ (the “**Architect**”) and Big Sky Economic Development Authority, a Montana local port authority (the “**Owner**”).

This Addendum is a part of the B101-2017 Standard Form of Agreement between Owner and Architect dated _____, 2020 (the “**Form Agreement**”; the Form Agreement and this Addendum together, the “**Agreement**”). The parties are entering this Addendum to supplement and amend the Form Agreement. Capitalized terms this Addendum uses, but does not define, have the meanings the Form Agreement gives them.

The parties therefore agree as follows:

1. Conflict. If a provision of this Addendum conflicts with a provision of the Form Agreement, the conflicting provision of this Addendum controls. If this Addendum modifies the Form Agreement, the modification is an amendment to the Form Agreement.

2. Representations. The Architect states it: (1) can furnish the plant, tools, materials, supplies, equipment, and labor necessary to perform its obligations and complete the services as the Agreement requires; (2) has the experience and competence to perform its obligations and complete the services as the Agreement requires; and (3) has visited the Project site, familiarized itself with the local conditions under which the services required under the Agreement are to be performed, and will correlate those services with its observations of the site conditions.

3. Scope of Services. The Architect shall provide and complete the Basic Services, which comprise: (1) the Basic Services; and (2) other services that are part of the normal or customary practice of the architectural profession, whether specifically delineated in the Form Agreement in the definition of the term Basic Services or not. The Agreement itemizes each component of the Supplemental Services (each such component, a “**Supplemental Service Component**”; the itemized fee for each Supplemental Service Component, the “**Supplemental Service Component Fee**”; the sum of the Supplemental Service Component Fees, the “**Supplemental Services Maximum Fee**”). If the Basic Services or the Supplemental Services do not delineate the following items, each non-delineated item is deemed to be included within the Basic Services and the Architect shall perform as part of the Stipulated Sum or cause them to be performed as part of the Stipulated Sum: (1) consultations, surveys, soil investigations, supervision, as-built drawings, arrow diagrams, incidental expenses, and other items necessary to accomplish the successful completion of the services; (2) attending bid openings, preparing and submitting tabulation of bids, and making a recommendation as to contract award; and (3) submitting a written quarterly report to the Owner covering the general progress of the Project and the Architect’s services, including a description of any problems or factors contributing to any delay . The Owner may reduce the scope of Supplemental Services at any time and on any one or more occasions by notifying the Architect what Supplemental Service Component or Supplemental Service Components the Owner is electing to eliminate from the Supplemental Services, in which case there shall be a corresponding reduction in the Supplemental Services Maximum Fee in the amount of the Supplemental Service Component Fee for each Supplemental Service Component being eliminated. A change in the scope of the Supplemental Services under this section is not a Change in Services unless the Architect has begun to materially perform the Supplemental Service Component the Owner is electing to eliminate.

4. Performance Schedule. The Form Agreement requires the Architect to submit, as soon as practicable after the date of the Form Agreement, for the Owner's approval a schedule for the performance of the Architect's services (that process, the "**Performance Schedule Process**"). Notwithstanding Performance Schedule Process, the Architect shall instead adhere to the schedule attached to this Addendum (the "**Performance Schedule**"). If the Performance Schedule does not address certain components of the Architect's services, the parties shall amend it using the Performance Schedule Process.

5. Engineers and Consultants. As part of the Stipulated Sum, the Architect is responsible for: (1) retaining any engineering services and consulting services necessary to complete the Project (the "**Third-Party Contracts**"); and (2) ensuring the Third-Party Contracts and other contracts relating to the Project conform to the requirements of the Agreement, including incorporating the obligations of this Agreement, as appropriate and applicable, into the Third-Party Contracts. The Agreement does not create a contractual relationship between the Owner and the third parties that are party to the Third-Party Contracts, but the Owner is an intended third-party beneficiary of the Third-Party Contracts.

6. Coordination of Work. The Architect shall coordinate all drawings and design documents relating to the Architect's design and used on the Project, regardless of whether the Architect or someone else prepares them. If others have performed preliminary or design development work, the Architect shall accept full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services as if the preliminary, schematic, and design development work as if the Architect performed the work itself. The Architect is responsible for: (1) coordination and internal checking of all drawings and specifications and for the accuracy of all dimensional and layout information in such documents; (2) completeness and accuracy of all drawings and specifications submitted by or through the Architect and for their compliance with applicable codes, ordinances, regulations, laws and statutes; (3) advising the Owner of any known need or advisability of the Owner to secure any tests, analysis, studies, reports, or consultant services in connection with the development of the design and construction documents for the Project; (4) advising the Owner what governmental approvals and permits will be required for the Project; and (5) notifying the Owner of the filing requirements for all documents required for such governmental approvals and permits, and assisting the Owner with such filings.

7. Compensation. The Architect shall provide and complete the Basic Services for the Stipulated Sum and the parties shall disregard any clarifications or assumptions in the Agreement that contradict or conflict with the Architect's obligation to do so. Subject to reductions the Owner makes as provided in the section of this Addendum with the descriptive heading Scope of Services, the Architect shall provide and complete: (1) the Supplemental Services for the Maximum Supplemental Services Fee; and (2) each Supplemental Service Component for the corresponding Supplemental Service Component Fee. The parties shall disregard any clarifications or assumptions in the Agreement that contradict or conflict with the Architect's obligation under the immediately preceding sentence.

8. Payments. The Owner is not required to make an initial payment upon the execution of the Agreement. The Owner shall not pay for services monthly, but rather on a phase-by-phase basis as the Architect completes each phase of services. When the Architect presents an invoice after it completes a phase of services, the invoice shall be due within 15 days after presentation. Interest shall not begin to accrue on unpaid amounts until after the invoice becomes 120 days delinquent.

9. Change in Services. The Architect shall not unreasonably withhold its consent to any Change in Services requested by the Owner if the Change in Services is reasonable, and the Architect and its applicable consultants believe the change is reasonably constructible. The Owner is not responsible to pay the Architect compensation for any Change in Services or Additional Services if such services were required due to the fault of the Architect (including the Architect's engineers and consultants) or the Architect's failure to perform the Architect's

obligations under this Agreement. Items shall be deemed Additional Services only if the Architect can demonstrate to the Owner that a direct increase in the Architect's costs has been incurred because of such change. If a material change in the scope of the Project or the Architect's services occurs, the Architect shall continue to perform under this Agreement during any renegotiation of the Architect's compensation. The Architect's compensation for Changes in Service shall be computed based on Architect's usual and customary hourly rates for time productively devoted to the Project by the Architect's principals and technical personnel as set forth and defined in the schedule of rates attached to the Agreement. The Architect shall not increase those rates during the term of the Agreement. The Owner may request the Architect to propose fixed fee for Changes in Service, but any such fixed fee is subject to the agreement of the parties.

10. Mark-Up. Reproduction and plotting charges are deemed to constitute Reimbursable Expenses only if the Owner requests the Architect to prepare additional sets of documents. Reproduction and plotting done for internal purposes or for the Instruments of Service shall not be charged as Reimbursable Expenses. The multipliers in the Agreement for Change in Services and Reimbursable Expenses shall be one.

11. Financial Accountability. Architect shall maintain records of Architect's expenses and hours pertaining to the Project in accordance with generally accepted accounting principles, consistently applied. If any portion of the Architect's fees under the Agreement are to be paid based on the Architect's hourly rates, the Architect shall make records available to Owner or Owner's authorized representative for inspection and copying during regular business hours for three years after the date of the final Certificate of Payment for the Project.

12. Defective Design. If the Architect furnishes any defective designs or specifications, it shall: (1) promptly correct them at no additional cost to the Owner; and (2) promptly reimburse the Owner for direct damages the Owner incurs, if any, that the Architect could have reasonably foreseen upon entering the Agreement that result from such defective designs or specifications. The following events do not alter the Architect's obligations nor the Owner's rights under this Agreement: (1) the Owner's approval, acceptance, use of, or payment for all or any part of Architect's services; or (2) the Owner's acceptance of the Project.

13. License. The Owner's nonexclusive license to use the Instruments of Service includes use: (1) by others as necessary to complete the Project if this Agreement terminates; and (2) for reference and use by the Owner for future Project additions or renovations. The Owner's use under the preceding sentence is subject to the Owner's payment obligations to the Architect as provided in Section 7.3 of the Agreement. Upon request, the Architect shall provide the Owner with electronic copies of the Instruments of Services in .pdf format.

14. Federal Requirements. The Architect hereby states that in performing its obligations under this Agreement it comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7104-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the Architect becomes aware of any violation of the acts described in the preceding sentence, it will report the violation in writing to the Regional Office of the Environmental Protection Agency (EPA) and to the Owner, which will report the violation to the Economic Development Administration. The Architect hereby certifies that the bidding organization is not listed on the government-wide exclusions in the System for Award Management (SAM) and that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

15. Equal Employment Opportunity. The Architect shall abide by the requirements of 41 CFR 60-1.4(b), which prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, those regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

16. Byrd Anti-Lobbying Amendment. Pursuant to 22 CFR Part 227, the Architect agrees to: (1) sign and submit to the Owner (i) upon signing this Agreement, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (2) sign and submit to the Owner at the end of each calendar quarter the Standard Form LLL, Disclosure of Lobbying Activities Form, if (i) it uses or has agreed to use funds other than federal appropriated funds and/or (ii) an event occurs that materially affects (as defined in 22 CFR Part 227) the accuracy of any information contained in any Disclosure Form previously submitted by the Architect to the Owner. The Architect shall include a provision similar to this provision in all contracts, subcontracts or sub-awards exceeding \$100,000 awarded hereunder.

17. Termination for Convenience. The Owner may terminate this Agreement for convenience by providing the Architect with seven days written notice of termination. In the event of such termination, the Owner shall pay the Architect equitable compensation for the services the Architect performs before such termination. If the Owner or the Architect terminate this Agreement the Architect: (1) consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in completing the Project; (2) shall reasonably cooperate and provide information requested by the Owner in connection with the completion of the Project; and (3) consents to and authorizes such other architect and the Owner to make reasonable changes to the design of the Project. The parties shall treat services the Architect performs under the preceding sentence as Additional Services and the Owner shall pay for them on that basis, but the Owner may offset amounts the Architect owes to the Owner from that payment.

18. Indemnity. Except to the extent attributable to the Owner's negligence or willful misconduct, the Architect shall indemnify and defend the Owner and the Owner's employees, agents, and representatives against claims, liability, damages, and expenses, including reasonable attorneys' fees, arising from or relating to the negligence or willful misconduct of the Architect or the Architect's agents, consultants, employees, or representatives.

19. Insurance. The Architect shall maintain the General Liability Insurance and Professional Liability Insurance throughout the period of the Project and for two years thereafter. The Architect shall ensure that all engineers and consultants engaged or employed by the Architect carry and maintain similar insurance, with the Architect to obtain the Owner's approval for such limits in advance, which the Owner will not unreasonably withhold or delay.

20. Limitations on Architect's Liability. The Owner is not bound by any cap or similar limitation in the Form Agreement on the Architect's monetary liability and any provision pertaining to the Owner's waiver of consequential damages does not apply.

21. Time Limitation. If the Form Agreement has any time limitations on claims by the Owner shorter than the timeframes prescribed by state statute, the longer time limitations set forth by statute shall prevail. Time limitations on claims by the Owner do not begin to run until the Architect completes the Architect's services under this Agreement.

22. Attorney Fees. In any action or dispute between the Owner and the Architect arising out of this Agreement, the losing party shall pay the prevailing party a reasonable attorney fees incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

23. Counterparts. If the parties sign this Addendum in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

[signatures located on the following page]

The parties are signing this Addendum as of the same date of the Agreement.

Big Sky Economic Development Authority

By: _____

Name: _____

Title: _____

[insert name of Architect]

By: _____

Name: _____

Title: _____

Performance Schedule 1*

<u>Description of Component of Architect's Services</u>	<u>Completion Date</u>
Preliminary plans and associated cost estimates	_____, 20
Final plans, specifications, and cost estimates	_____, 20
Securing required state and local approvals	_____, 20
Completing proposed contract documents sufficient for soliciting bids	_____, 20
Date of commencement of construction	_____, 20
Date of Substantial Completion of Work	_____, 20

*Please note it is strongly preferred to attach a true schedule in addition to filling out the list above

Attachment F CERTIFICATION REGARDING LOBBYING

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE