



**AIA**<sup>®</sup>

# Document B202™ – 2009

## Standard Form of Architect's Services: Programming

for the following PROJECT:

*(Name and location or address)*

Architectural pre-design services for the Codington County justice facility space needs.

**THE OWNER:**

*(Name, legal status and address)*

Codington County  
14 1<sup>st</sup> Ave SE  
Watertown, SD 57201

**THE ARCHITECT:**

*(Name, legal status and address)*

Boarman Kroos Vogel Group, Inc.  
dba BKV Group  
222 N. 2<sup>nd</sup> Street  
Minneapolis, MN 55401

**THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-First day of March in the year 2016.

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### ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

Scope

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

1. Pre-design work (needed programming, space analysis and plan diagrams) to include various conceptual construction options for the current and future space needs of the Codington County Courthouse and Jail.
2. Development of a site master plan.
3. Site evaluation of up to five potential construction/remodel sites.
4. Operational analysis of options to include construction and operational cost estimates associated with various construction options for the current and future space needs of the Codington County Courthouse and Jail.
5. Assistance in the selection of the best value option for Codington County
6. Documentation of the results of the afore-mentioned work.
7. Public awareness campaign services.

**Master Planning Options:**

8. Option(s) that incorporate the current courthouse
9. Option(s) for completely new construction on a new site
10. At least one option must have the court facilities and jail connected
11. Options may involve relocation of other county offices

**ARTICLE 2 PROGRAMMING SERVICES (Previously Completed)**

**§ 2.1 Administration of Programming Services**

§ 2.1.1 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

§ 2.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.

§ 2.1.4 Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.

§ 2.1.5 The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

§ 2.1.6 Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

**§ 2.2 Identification of Programming Participants (Previously Completed)**

Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.

**§ 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives**

§ 2.3.1 The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

§ 2.3.2 The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

#### § 2.4 Information Gathering

§ 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:

- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances
- .3 Applicable non-governmental building and planning standards
- .4 Relevant historical documents and archival materials

§ 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

- .1 identifying key individuals to be interviewed,
- .2 establishing a work plan and schedule for the interviews,
- .3 determining the types of data that could impact the design of the facility, and
- .4 determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings,
- .2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users, and
- .3 prepare a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.

*(Paragraph deleted)*

§ 2.4.5 In consultation with the Owner, the Architect shall identify the individuals to be surveyed. The Architect shall prepare a work plan and schedule for questionnaires and surveys and shall develop, prepare and distribute questionnaires and surveys and collate the results. The Architect shall prepare survey questions based on a systematic process for gathering specific program information such as furniture and equipment needs and special space criteria.

§ 2.4.6 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

## § 2.5 Data Analysis

§ 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

§ 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

§ 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

§ 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

## § 2.6 Presentation and Initial Report

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner's organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

## § 2.7 Development of Final Program of Project Requirements

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

§ 2.7.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces,
- .2 establishing sizes and relationships,
- .3 establishing space efficiency factors (ratio of net square footage to gross square footage), and
- .4 documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include

- .1 an executive summary,
- .2 documentation of the methodology used to develop the program,
- .3 value and goal statements,
- .4 relevant facts upon which the program was based,
- .5 conclusions derived from data analysis,
- .6 relationship diagrams,
- .7 flow diagrams,
- .8 matrices identifying space allocations and relationships,
- .9 space listings by function and size, and
- .10 space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner's stated budget objectives.

## ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Multiple Site Evaluation	Architect	See attached proposal
§ 3.1.2 Site Suitability	NP	
§ 3.1.3 Site Planning	Architect	See attached proposal
§ 3.1.4 Master Planning	Architect	See attached proposal
§ 3.1.5 Preliminary Design	NP	
§ 3.1.6 Preliminary Cost Estimating	Architect	See attached proposal
§ 3.1.7 Scheduling	Architect	General estimated project schedule
§ 3.1.8 Market Analysis	NP	
§ 3.1.9 Detailed Existing Facility Evaluation	NP	
§ 3.1.10 Environmental Suitability	NP	
§ 3.1.11 Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others)	Owner	Geotechnical borings as may be needed

Attached proposal is at:  
<http://codington.org/ccwp/wp-content/uploads/2014/12/Codington-County-Pre-Design-Final-attachement-to-agreement.pdf>

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

See Attached Proposal (Jan. 15, 2016) and RFP.

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) meetings to determine Owner and user values and goals
- .2 One ( 1 ) interviews for the purpose of gathering data
- .3 Four ( 4 ) presentations to participants and user groups (CCJAC)
- .4 Three ( 3 ) special presentations to Boards of Directors, stakeholder groups or other outside entities

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide to the Architect master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Base Fee of \$22,310 for architectural and interior design space needs analysis. Reimbursable expenses are in addition to the base fee and are estimated at \$1,500.

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

If additional services are required or requested BKV will provide a summary of the work and the proposed cost for county approval prior to beginning work.

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

If additional services are required or requested BKV will provide a summary of the work and the proposed cost for county approval prior to beginning work.

§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

#### ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Programming, if any, are as follows:

6.1 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

6.2 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT





3/21/16

(Signature)

Date

Elmer Brinkman, Commissioner  
Codrington County

---

(Printed name and title)

(Signature)

Date

Bruce Schwartzman, Partner  
BKV Group

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(Printed name and title)

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