

STAFF REPORT

SUBJECT: Task Order Contract Award for Construction Document Preparation Services for the Atlantis Facility

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2026

Action Requested

Staff requests that the Board of Directors approve Resolution 22-2026, authorizing the award of Task Order Contract between LAVTA and Kimley-Horn and Associates (Kimley-Horn), to perform design-engineering services necessary to carry out the Construction Document design phase for LAVTA's Atlantis Operations & Maintenance Facility, and that the Board authorize the LAVTA Executive Director to finalize all details and execute said Agreement between LAVTA and Kimley-Horn.

Background

In September 2022, Kimley-Horn completed 60% Plans Specifications & Estimates (PS&E) for the necessary improvements to complete the Atlantis Operations & Maintenance Facility, including a 34,000-square-foot maintenance building, a 22,000-square-foot administration and operations building, related sitework and electrical improvements, and landscaping, and submitted the design package to the City of Livermore Planning Commission for approval. In May 2023, the Livermore Planning Commission approved LAVTA's Planning Application package for the construction of the Atlantis Operations & Maintenance Facility with additional conditions. The 60% of plans provided for 100% bridging documents for a design-build construction methodology, with which LAVTA staff began to seek funding to complete the construction phase. The initial two-year entitlement was extended for an additional year in May 2025, through May 2, 2026.

In April 2025, the Metropolitan Transportation Commission (MTC) approved programming of \$1,060,318 in FY 2024 Federal Transit Administration (FTA) formula funds to support further pre-construction design-engineering, project-management, and related technical support for construction of LAVTA's Atlantis Facility; and updated the regional Transportation Improvement Program (TIP) accordingly with Revision 2025-09, which was approved by FTA on May 23, 2025.

Separately, in September 2025, FTA notified LAVTA of its successful application for \$63,951,145 in FY 2025 and FY 2026 Low or No Emission Bus Program discretionary funds to purchase replacement buses and construct the Atlantis operations and maintenance facility, of which \$61,037,280 was budgeted for completion of the facility, apart from the hydrogen fueling station component, which has already achieved 100% funding separately from other

federal sources. The award and Project ID were published in the Federal Register on January 15, 2026. Since then, LAVTA staff has been working with MTC to program the funds in the TIP and with FTA staff to confirm the National Environmental Policy Act (NEPA) determination for the project consistent with the eligibility for a Categorical Exclusion finding as proposed in the project application, both of which actions remain pending further action by MTC and FTA. Once completed, LAVTA will be able to apply to FTA to obligate these funds for the construction phase. Concurrently, staff has also been developing solicitation documents to procure services of a professional project-management consultant to assist with all aspects of the Atlantis project's development and implementation, which is expected to be issued for advertisement in the coming weeks.

In January 2026, City of Livermore staff contacted LAVTA concerning the upcoming expiration of LAVTA's construction entitlement on May 2, 2026. LAVTA staff and the project's technical consultants conferred on whether given the pending construction funding it was more advantageous to extend the entitlement one additional and final year through May 2027, or to undertake a full re-application effort after the full construction funding was secured. After evaluating the potential risks and benefits of both approaches to the project's ultimate completion in the context of these and other factors, LAVTA staff decided to advance the project within the current entitlement conditions using available pre-construction funding separate from the LowNo award. On April 21, 2026, the Livermore Planning Commission approved the final available one-year extension of LAVTA's Site Plan Design Review Modification 22-017 entitlement for the LAVTA Administration Building and Maintenance Facility at 875 Atlantis Court through May 2, 2027, with the condition that LAVTA obtain a grading or building permit by this date.

Discussion

Following the Planning Commission's April 21 action, LAVTA staff requested a Task Order Proposal from Kimley-Horn consistent with the terms of LAVTA's On-Call Engineering Services contract (RFP #2021-04) for design-engineering services to complete Building Permit Review documents for the Atlantis Facility to fulfill the requirements of the City's entitlement approval.

Kimley-Horn and their architectural subconsultant Heller Manus Architects propose to take the current Design Documents (60% Bridging Set) and add sufficient detail to make an initial application submittal for City Building Permit review by the end of the 2026 calendar year, as further described in [Attachment 2](#). The proposed work will conclude in the pre-construction phase with support in handing the project off to LAVTA's selected Design-Build entity, which upon award of that contract will complete the work through the construction phase.

The effort will also afford LAVTA the opportunity to make further refinements to the plans in accordance with the full funding plan now available for the construction phase, including any and all FTA requirements expected to apply upon execution of the final grant agreement for the LowNo funds, which is expected to be finalized no sooner than early 2027, pending future actions by MTC and FTA to program the funds and finalize the project's determination as Categorically Excluded from NEPA under 23 CFR § 771.118(c)(9).

As LAVTA expects to bring on a third-party professional project manager to oversee all aspects of the Atlantis project in the coming months, some work anticipated is reserved as additional and/or optional as part of this Task Order, including among others, value-engineering and cost-estimating services. LAVTA will determine whether it is more advantageous to conduct that work as part of Kimley-Horn’s ongoing efforts or under the direction of the third-party project management consultant once the Board has approved the scope for those services and the proposed consultant’s and subconsultants’ qualifications in a separate on-call professional services contract.

Fiscal Impact

Following negotiation among LAVTA, Kimley-Horn, and their architectural subconsultants, the fee for the development of the Building Permit Review documents totals \$874,900; this amount includes \$96,000 of optional cost-estimating services, which work LAVTA may reserve for the third-party project manager to complete as an alternative. A 10 percent contingency of \$87,490 brings the total not-to-exceed amount to \$962,390. Funding is included in LAVTA’s FY26 capital budget as follows:

Fund Source	\$	%
FTA FY24 5307 Formula	\$769,912	80
Local Match	\$192,478	20
Total	\$962,390	100

Additional budgetary capacity for pre-construction activities is reserved in the approved FY 2027 capital budget to support the services of a third-party professional project manager to be acquired separately, who will help oversee the work and provide other services deemed necessary once on board. Until then, LAVTA staff will continue to oversee the work.

Next Steps

Upon approval by the Board of Directors, the Executive Director will finalize and execute Task Order #11 with Kimley-Horn and finalize the schedule to complete the work by the end of the 2026 calendar year. Concurrently, LAVTA will secure the services of a third-party project management consultant to coordinate on additional work as deemed necessary including value-engineering, cost-estimating, and preparation of solicitation documents for the construction contract, which will overlap and continue into 2027 to prepare for advertisement of the construction contract once a full funding agreement with FTA is executed for the LowNo award.

Recommendation

Staff recommends that the Board of Directors approve Resolution 22-2026, authorizing the Executive Director to execute a Task Order Contract with Kimley-Horn and Associates for design-engineering services for the Atlantis Facility Building Permit Review Documents, for a not-to-exceed amount of \$874,900 with a contingency amount of \$87,490 to be utilized at the discretion of the Executive Director.

Strategic Plan Goal

5. Operational Effectiveness
 - 5.5. Determine a realistic timeframe for completing the Zero Emission Bus transition and Atlantis Facility

Attachments:

1. Resolution 22-2026
2. Kimley-Horn Proposed Task Order 11

RESOLUTION NO. 22-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER
11 WITH KIMLEY-HORN AND ASSOCIATES FOR DESIGN-ENGINEERING
SERVICES FOR THE ATLANTIS FACILITY BUILDING PERMIT REVIEW
DOCUMENTS**

WHEREAS, on April 1, 2022, the Livermore Amador Valley Transit Authority (“LAVTA”) and Kimley-Horn and Associates (“Kimley-Horn”) entered into an agreement for On-Call Engineering Services; and

WHEREAS, in April 2025, the Metropolitan Transportation Commission (MTC) approved programming of \$1,060,318 in FY 2024 Federal Transit Administration (FTA) formula funds to support further design-engineering, project-management, and related technical support for construction of LAVTA’s Atlantis Facility; and updated the regional Transportation Improvement Program (TIP) accordingly with Revision 2025-09, approved April 23, 2025; and

WHEREAS, on May 23, 2025, FTA approved MTC’s programming of \$1,060,318 in FTA formula funds for additional pre-construction design-engineering, project management, and technical consulting for the Atlantis Facility; and

WHEREAS, these FTA funds and their corresponding local matching funds were included in LAVTA’s FY 2026 capital budget; and

WHEREAS, on April 21, 2026, the Livermore Planning Commission extended LAVTA’s Site Plan Design Review Modification 22-017 entitlement for the LAVTA Administration Building and Maintenance Facility at 875 Atlantis Court through May 2, 2027; and

WHEREAS, LAVTA now requires the services of a design-engineering firm to fulfill the conditions of the existing entitlement, including providing design-engineering services to add sufficient detail to make a timely application submittal for City Building Permit review; and

WHEREAS, Kimley-Horn is the most-qualified, highest-ranked on-call firm available to complete the work necessary to execute the Building Permit Review Documents project; and

WHEREAS, Kimley-Horn and LAVTA staff have negotiated a detailed scope of work for the Building Permit Review Documents project for a firm fixed fee of \$778,900, with an additional \$96,000 in Optional Services; and

WHEREAS, LAVTA staff has determined the price offered to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is authorized to execute Contract Task Order 11 with Kimley-Horn and Associates for a not-to-exceed amount of \$874,900, with a contingency amount of \$87,490 to be utilized at the discretion of the Executive Director for design-engineering services for the Atlantis Facility Building Permit Review documents.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 1st day of June 2026.

Julie Testa, Chair

ATTEST

Christy Wegener, Executive Director

**Kimley-Horn Task Order No. 11
Livermore Amador Valley Transit Authority
Scope of Services
For On-Call Engineering Consulting Services**

May 27, 2026

Kimley-Horn and Associates, Inc. is currently contracted with Livermore Amador Valley Transit Authority (LAVTA) for On-Call Engineering Consulting Services. This scope of services is for Task Order No. 11 under the On-Call Agreement signed April 1, 2022, to assist LAVTA with the Construction Document design phase for LAVTA's transit facility.

The scope of services for this Task Order is described below.

BACKGROUND

The consultant, Kimley-Horn and Associates, Inc. (KHA) is submitting this scope of work to provide professional design of the bus maintenance facility at Atlantis Court. Kimley-Horn understands that LAVTA ultimately wants to deliver this project through a Design-Build contract with a general contractor but has not yet secured the funding to move forward in this manner. As an interim step, Kimley-Horn will coordinate and prepare the first round submittal Building Permit package for the project. The intent is to submit this package prior to the end of the 2026 calendar year in order to vest the project entitlement which is at risk of expiring unless a Building Permit submittal is made.

PROJECT DESCRIPTION AND KEY ASSUMPTIONS

This scope of work will take the current Design Documents (60% Bridging Set) and add sufficient detail to make an initial application submittal for City Building Permit review. The scope of work of this task order is based upon the following key assumptions:

1. Kimley-Horn understands that the selected Design-Build contractor will assume responsibility for preparation of design documents following the initial permit application and will address all jurisdictional comments required for permit approval.
2. Design of a hydrogen fueling facility is excluded. Space will be allocated for a future facility consistent with the depiction on the 60% Bridging Set Design Documents.
3. The services for all design phases will be performed according to a schedule mutually determined by LAVTA and KHA with the goal of submitting the first round Building Permit package for review to the City of Livermore prior to the end of the 2026 calendar year.

SCOPE OF WORK

Kimley-Horn will perform the Scope of Work specifically set forth below.

Task 100 – Design Kick-Off and Concepts

Kimley-Horn will review past documentation, reports, and site analysis data along with current design codes and requirements. The team will develop a list of program elements and suggested modifications to be presented to the Client team at the kick-off meeting.

After the kick-off meeting and receiving updated program needs, Kimley-Horn will revisit designs of building courtyards at east and west ends of the Administration & Operations building with any updated

changes to the building design. In collaboration with the Architect and Design Team, Kimley-Horn will develop two concept alternatives for each courtyard, with rendered plans, sections and reference images. The concept plans will be presented to the Client for input and review. After receiving feedback, Kimley-Horn will move forward with a single, refined design.

Task 200 – Site Improvement Construction Documents

Kimley-Horn will prepare initial construction documents for the site engineering and landscape architecture design of the facility. The plans and drawings prepared under this task will advance the 60% Bridging Set to provide the additional detail for an initial construction document set and incorporate the City of Livermore's Building Permit requirements.

This design phase will include services from site civil, landscape architecture, site lighting, and site electrical as described below. The plans will incorporate all plan check elements from the City review comments during the Planning process, including any Conditions of Approval, and will be submitted for a first round Building Permit application review with the City of Livermore.

Deliverables will include one interim submittal for consultant and Client coordination and one final submittal to the Building Department.

A. Civil Engineering

The Civil plans will be designed to current CBC, CalGreen and City of Livermore Standards. This includes detailed design for the parking lot and maintenance yard with site features such as accessible path of travel, ADA stalls, EV parking stalls, fence/gates, and storm water treatment areas. The plans will depict domestic water, wastewater, and storm drain utilities. This design of these utilities will include pipe material, line sizes and pipe slopes, which will be shown from the building face to the public point of connection. Utility profiling will not be included as part of this scope.

The Civil plan set is anticipated to consist of:

- Civil Cover Sheet
- General Notes
- Existing Conditions / Topographic Survey
- Demolition Plan(s)
- Site Improvement Plan(s)
- Grading Plan(s)
- Detailed Grading Enlargements
- Drainage Plan(s)
- Water & Sewer Plan(s)
- Storm Water Control Plan
- Erosion Control Plan and Details
- Fire Access Plan
- Striping and Signing Plan
- Construction Details

B. Landscape Architecture

The Landscape plans will detail the proposed site planting, hardscape materials, furnishings, and irrigation design.

The Landscape plan set is anticipated to consist of:

- Tree Mitigation Notes and Schedules
- Tree Mitigation Plan(s)
- Tree Mitigation Details
- Landscape Material Notes and Schedules
- Landscape Material and Furnishings Plans
- Landscape Material and Furnishings Details
- Planting Notes and Schedules
- Planting Plans(s)
- Planting Details
- Irrigation Notes and Schedules + MWELC Calculations
- Irrigation Plan(s)
- Irrigation Details
- Landscape Lighting Plan(s)
- Landscape Lighting Details

The Tree Mitigation Plan and Details will locate existing trees to be removed, and those to remain and be protected. The Landscape Materials and Furnishings plans will depict building footprints, overhangs, site walkways, plazas, surface utility structures, trash/recycling receptacles, bicycle parking, vehicular bollards, tree grates, planters and seating. The Planting Plans will show all tree and shrub locations and recommended species; container size, species quantity and WUCOLS rating will be listed within the plant legend. Irrigation Plans will document irrigation infrastructure with specifications and MWELC Calculations. Lighting Plans will identify locations of pedestrian scale pole lights, bollard lighting and illumination of site signage, and be coordinated with the Electrical Plans. Additionally, photo imagery will be used to convey intended materials and design direction for lighting, furnishings and plant groupings.

C. Site Lighting/Security Plans

Site lighting plans will include luminaire locations, conduit and conductor information as well as circuit and service information. In addition, Kimley-Horn will coordinate with LAVTA staff to produce a site security plan showing the location of system elements including conduit, cabling (electrical and communications), and termination equipment. It is assumed that CCTV cameras are not required or will be provided to Kimley-Horn by LAVTA staff and Kimley-Horn will not be responsible for determining CCTV locations/coverage.

The plan sheets associated with this task are anticipated to include:

- Lighting Plan(s)
- Security Plan(s)
- Wiring Diagram

The following services are excluded but can be provided as additional services if requested:

- Foundation design for light poles and CCTV poles
- CCTV Plan(s)
- CCTV Details
- CCTV line of site analysis
- CCTV coverage analysis

D. Site Electrical Plans

Site electrical plans will include EV supply equipment, conductor information as well as circuit and service information. The plans will locate and size transformers, service lines, and switchboards for both the EV service and buildings, as well as include voltage drop and load calculations for the site electrical equipment.

It is assumed that the existing site transformer will be sufficient to serve the two proposed buildings but a new transformer will be required for the EV service. Kimley-Horn will coordinate with PG&E to submit a New Business application for the design of the EV service. We will provide PG&E the electrical loads associated with the service as well as identify the intended primary service route and transformer location as required for PG&E to prepare their design.

PG&E coordination of the building electrical services is excluded from this scope as building electrical design is not included in this phase of the project. This coordination can be performed as an additional service if load calculations including supporting building panel schedules, equipment schedules, fixture schedules, and any other anticipated building electrical loads are provided to Kimley-Horn.

The plan sheets associated with this task are anticipated to include:

- Site Electrical Plan(s)
- Site Electrical Schedules
- EV Charging One-Line Diagram and Service Calculations
- EV Charging System Details

Task 210 – Final Stormwater Control Plan

Kimley-Horn will build on the preliminary Stormwater Control Plan (prepared during the Entitlement phase) and prepare a Final Stormwater Control Plan to be submitted to the City. The Final Stormwater Control Plan will detail structural and non-structural Best Management Practices (BMPs) and the required Low Impact Development BMPs. The final Stormwater Control Plan will be consistent with the County's Water Pollution Prevention Plan and include an Operation and Maintenance plan detailing the required maintenance activities and the frequency at which they are required to be performed.

This project will be subject to Hydromodification requirements as it creates over 1 acre of new impervious surfaces and is in a hydromodification applicable zone. Kimley-Horn will prepare a hydrology model using the Bay Area Hydrology Model (BAHM) tool to size post-construction best management practices to mitigate the proposed development rainfall runoff peak flows in excess of the existing condition. The deliverable for this task will include a final stormwater management plan sheet and supporting forms/calculations.

Task 300 – Building Architecture

Kimley-Horn will contract with Heller Manus Architects to provide design services for the Admin & Operations building and the Maintenance Building. Heller Manus will provide the limited building design services described in the attached Professional Service Agreement in **Appendix A**.

Task 310 – Structural Construction Documents

Kimley-Horn will prepare initial construction documents for the structural design elements of the facility. The plans and drawings prepared under this task will advance the 60% Bridging Set to provide the additional detail for an initial construction document set and incorporate the City of Livermore's Building Permit requirements.

Deliverables will include one interim submittal for consultant and Client coordination and one final submittal to the Building Department.

Kimley-Horn will:

- Coordinate with the geotechnical engineer for design of foundation components.
- Advance structural analysis and design based on criteria established in the 60% design set dated 11/23/2023.
- Complete structural analysis and design of the primary structural system, including gravity and lateral-force resisting components.
- Complete modeling of the primary structural system in REVIT for inclusion within the Architect's model. The structural elements will be modeled to a BIM Level of Development (LOD) 300.
- Identify pre-engineered structural elements or delegated design components.
- Complete typical details for foundation construction and elevated framing system.
- Assist the Architect in coordination with the building code officials.
- Prepare Construction Documents for the Admin & Operations building and Maintenance building consisting of:
 - Typical details and structural notes
 - Foundation plans
 - Floor framing plans
 - Roof framing plans
 - Foundation schedule and details
 - Structural wall schedules, elevations and details
 - Framing details
 - Connection details
- Provide structural analysis and design of the proposed bus canopy structure.
 - The structure is assumed to be a steel framed structure that will support a metal deck and future PV array.
- Prepare structural components of the Statement of Special Inspections, if applicable.

Task 400 – Project Specifications

The Design Team will update and provide construction document level specifications to support the initial Building Permit submittal plan set. The project specifications will be further developed from the outline specifications previously provided. The specifications prepared will document materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Specifications will be prepared in CSI format. Separate specification volumes will be prepared for each component of the site.

Task 500 – Project Management and Coordination

Kimley-Horn will prepare meeting agendas and draft presentations or other handouts to support LAVTA at stakeholders/partner meetings. We will attend these meetings and prepare summary meeting notes for

LAVTA. The Design Team will also coordinate with LAVTA and City of Livermore staff as needed to produce the design documents in accordance to LAVTA and City of Livermore design standards.

Task 510 – Team Meetings & Coordination

We will schedule and attend weekly or bi-weekly project status update conference calls or meetings consistent with the project schedule as determined by LAVTA. These calls will be led by Kimley-Horn and attended by project team members, LAVTA staff, and will be open to other relevant stakeholders or partners.

Task 520 – Permit Processing

This task includes coordination and meetings with the City of Livermore staff for Building and Demolition Permit submission as well as attendance and preparation for any City meetings. This task also includes effort to put together documents and applications for the City of Livermore Building Permit review process as well as exhibits or figures to supplement the drawings as needed.

Effort for submittals, applications, and additional permitting efforts for any other permit other than a building permit and fire department review is excluded.

Task 530 – Design-Build Handoff

Kimley-Horn will support the Client during the request for proposal (RFP) phase to select a Design-Build contractor to complete the project. Kimley-Horn will provide the following:

- Assist LAVTA in compiling the scope section of the RFP.
- Work with LAVTA staff to advertise the Project for bidding.
- Schedule and conduct contractor pre-bid conference and site visit.
- Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Review and evaluate bids for conformance with specifications.
- Prepare bid summary.
- Recommend award.
- Conduct one project handoff meeting to transition the project to the awarded contractor.

Kimley-Horn assumes that the Client will provide the RFP and that Kimley-Horn will only provide input on the scope section of the RFP.

SCOPE OF WORK – OPTIONAL SERVICES

Kimley-Horn will perform the Scope of Work set forth below only if specifically authorized by the Client.

Optional Task 01 – Project Cost Estimate

Kimley-Horn will work with a subconsultant to prepare a Cost Estimate based upon the initial Building Permit submittal Construction Document package. The Cost Estimate will incorporate all trade related disciplines and be prepared by line-item-unit-cost basis in major division Master Format with labor, material and equipment cost rolled up in a single unit cost. The cost report will not include the following: equipment cost, LEED related cost extracts, value engineering or life cycle analysis, cost benefit analysis or estimate reconciliation.

FEE TABLE

	Kimley-Horn	Kimley-Horn	Kimley-Horn	Kimley-Horn	Subconsultants
	PM and Civil	Landscape Architecture	Lighting and Electrical	Structural	Architecture (PM and Building Design)
Task 100 – Design Kickoff and Concepts	\$5,000	\$14,000	-	\$15,000	-
Task 200 – Site CDs	\$59,500	\$42,500	\$32,000	-	-
Task 210 – Final Stormwater Control Plan	\$12,500	-	-	-	-
Task 300 – Architectural CDs	-	-	-	-	\$266,800
Task 310 – Structural Design	-	-	-	\$119,000	-
Task 400 – Specifications	\$6,000	\$5,000	\$5,000	\$8,000	\$41,500
Task 500 – Project Management	\$15,000	-	-	-	-
Task 510 – Coordination/Meetings	\$12,000	\$12,500	\$6,000	\$13,000	\$67,600
Task 520 – Permitting	\$6,500	-	\$6,000	-	-
Task 530 – Design-Build Handoff	\$3,000	\$1,500	\$1,500	\$1,500	-
Subtotal	\$120,500	\$75,500	\$50,500	\$156,500	\$375,900
Optional Task 01 – Cost Estimate	\$6,000	\$5,000	\$5,000	\$5,000	\$75,000

FEE TOTALS

Kimley-Horn Total	\$403,000
Architectural Total	\$375,900
Total	\$778,900
Optional Task Total	\$96,000

ADDITIONAL SERVICES:

1. Additional color renderings, exhibits and or 3D modeling/imagery (beyond identified in scope)
2. Additional topographic or boundary survey
3. Easement or right-of-way dedications or vacations
4. Utility demand/capacity studies
5. Excavation/rough grading plans
6. Retaining wall design
7. Stormwater Pollution Prevention Plan (SWPPP)
8. Traffic control plans
9. Opinions of probable construction cost
10. Value Engineering (VE) design services
11. As-builts or record drawings
12. Recycled water system and/or permitting

ASSUMPTIONS AND EXCLUSIONS:

- General
 - The project will be designed as a single phase. Phasing of plans for separate permit submittals is excluded.
 - This scope of work is up to initial building permit application only. Revisions based upon jurisdictional review comments is excluded.
 - The proposed CAD site plan will be substantially complete and have received applicable Owner, Client, Tenant/Landlord, and City approvals prior to Kimley-Horn beginning work. Any significant site plan changes due to comments from these parties that occur after Kimley-Horn has begun work will be treated as a revision and may result in additional services.
 - Hydrogen Fueling design, as well as improvements to hardscape areas associated with a hydrogen fueling facility, is excluded from this scope of work. Space will be allocated for a potential future hydrogen facility as depicted on the 60% Bridging Documents.
 - Gas design is specifically excluded from this scope of work.
 - Design will be guided by the latest City of Livermore Standards, 2025 CalGreen Building Standards, and California Building, Electrical, Mechanical, Plumbing, Fire, Residential and Energy Code. At this time, we understand that the City of Livermore has not adopted any additional reach codes.
 - The proposed site and buildings will follow 2025 CalGreen Building Standards, any additional LEED certification rating has not been identified and is excluded.
- Civil
 - A Stormwater Pollution Prevention Plan (SWPPP) is excluded and assumed to be prepared by the design-build contractor prior to permit issuance.

- Utility analysis, reports and studies are not anticipated to be required for this project. Reasonable engineering estimates will be made regarding pipe sizing, capacity and flow. Kimley-Horn assumes that the existing utility infrastructure surrounding the site is sufficient for the proposed development.
- The existing gravity utilities (sewer and storm drain) adjacent to the site have adequate depth to serve the project and pump design will not be required.
- A hydrology and hydraulics report will not be required to justify the sizing of onsite stormwater facilities. If such a report or related calculations are required, they can be provided, and an additional fee will be requested.
- CASp review of the existing conditions and proposed plans is excluded.
- Improvements in the public right-of-way are not anticipated to be part of this project and are excluded.
- Landscape
 - Decorative signage design, including in-ground monument signage and wall-mounted building signage, is excluded.
 - Reclaimed water design and permitting is excluded.
 - Landscape water feature design is excluded.
- Site Electrical
 - Emergency/back-up electrical generator design is excluded.
 - Project does not include any effort for the design of any Back-up Energy Storage Solution or Solar design for the site.
- Structural
 - The following design elements are excluded:
 - Design of site walls, screen walls, or exterior canopies other than noted above in scope.
 - Design of seismic bracing for architectural or MEP and FP components
 - Design of guard rails, handrails, bollards, ladders, steel stairs, non-load bearing light-gage framing, and other miscellaneous steel items.
 - Design of future expansion of the structure.
 - Design of foundations for electric vehicle charging stations, light poles, or other miscellaneous site elements.
 - Deep foundation elements such as helical piers or drilled shafts.
- Existing Utilities
 - The identification of existing underground utilities will be based on the topographic survey and/or records provided to Kimley-Horn by others. These sources may not accurately identify the horizontal and vertical location, size, material, and existence of these utilities or disclose all existing facilities that are present.
 - Kimley-Horn recommends the Client pothole all tie-in points and crossings with existing infrastructure prior to construction, or preferably, prior to final design.
- Architectural
 - Fire suppression & fire alarm system design is excluded.
 - MEP design is excluded.
- Information Provided By Others
 - As-built drawings and any pre-approved documents or studies related to the project site will be provided by the Client.
- Responsibilities of the Client
 - All permitting fees are to be paid by the Client.
 - Provide access to the site, as needed.
 - Provide property owner signatures.

APPENDIX A

May 27, 2026

Mike Mowery, PE
Kimley-Horn and Associates, Inc.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

**RE: Livermore Amador Valley Transit Authority
875 ATLANTIS COURT, LIVERMORE, CA 94551
Professional Services Agreement
CONSTRUCTION DOCUMENTS/FIRST BUILDING PERMIT SUBMITTAL**

Dear Mike,

We have prepared for your review and approval the enclosed Professional Services Agreement intended to take the Livermore Amador Valley Transit Authority (Atlantis Site) through the First Building Permit Submittal.

We have attached (Exhibit C) a separate complete fee breakdown with subconsultant fees including Specifications (Emily Borland), Acoustical (Salter), Waterproofing (SGH), Elevator (GVK), & Cost Estimator (Direct Logic).

Attached also as a part of this agreement is: Exhibit A, which defines Heller Manus Architect's Hourly Rate Schedule, Reimbursable Expenses and Accounting Procedures & Exhibit B, Conditions of Service.

After your review, please return a signed copy of this agreement for our records. If you have questions, you can contact me on my cell (415) 652-4154 or reply to my email.

Regards,



Stephen Buchholz LEED AP
COO

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
LIVERMORE, CALIFORNIA
PROFESSIONAL SERVICES AGREEMENT**

PROJECT SITE

The Livermore LAVTA Office is a two story, 23,582 sf new building housing the administrative offices on one side and the Operations Offices on the other side. There is a central spine and clear story which connects and integrates both sides of the building. Beyond offices there are also dispatch, driver support areas, kitchen, gym, paratransit operations, storage, support spaces, restrooms, and circulation. The building incorporates sustainable features including unique solar shading and natural light penetration through the central spine.

The Maintenance Building is a two story, 33,588 sf new building housing the maintenance offices on one side and the Bus Servicing bays on the other side.

ARCHITECTURAL SERVICES

CONSTRUCTION DOCUMENTS/FIRST BUILDING PERMIT SUBMITTAL SCOPE:

Basic Architectural Services in the Construction Documents Phase will consist of the following specific tasks:

- Prepare Construction Documents consisting of working drawings and Specifications that set forth in detail the architectural requirements for construction of the project based on the Approved 60% Design Development Set.
- Floor plans, exterior elevations, building sections, schedules, and details.
- Coordinate and integrate drawings, and Specifications with Heller Manus retained, and Kimley Horn retained consultants.
- Attend meetings with the Project team to review and discuss progress.
- Present the Draft First Submittal Construction Documents for review.
- Submit Building Permit Application

COMPENSATION

Heller Manus Architects ("Architect") will provide the Architectural Services, as described above, for a fixed fee of **\$232,720.00**, excluding fees for the Architect's consultants. The time scheduled for this phase shall not exceed five (5) months except for reasons not anticipated due to an event that was not within the reasonable control of the Architect.

ASSUMPTIONS:

1. The scope of the architectural effort for this Project will be limited to the shell and core of the new office building as described in the approved Design Development drawings. Architectural Services included herein do not include any tenant work, furniture, equipment, artwork, or other interior work except as specifically included in the Basic Services scope set forth above.
2. Incorporation of cost reduction items (Value Engineering) into the documents that are inconsistent with previous Owner instructions or requires reworking of drawings previously approved by the Owner, will be considered an Additional Service.
3. The Owner will, at his own expense, furnish the following information for the Architect's use to the extent not included under the "Subconsultants" services covered by Architect under this Agreement, including exhibits and schedules hereto:
 - Scheduling
 - Soils Analysis Reports
 - Site Survey

- Civil Engineering
 - Subconsultants not specifically specified in this proposal.
 - Financial Feasibility and Marketing Studies
4. The following services are specifically excluded from this proposal:
 - Life cycle, energy, financial feasibility, detailed system comparative analysis or other special studies.
 - Services of the Architect or any consultant required for response to an appeal, lawsuit, or extended negotiations with any agencies having jurisdiction over this Project following the Menlo Park City Council approval of the Project and/or issuance of the use permit. These responses would include but not be limited to: certificate of appropriateness, environmental impact reports, negative declarations, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, variances, Project or plan approvals, building permits, or legislative or administrative determinations.
 - Permit expediting is excluded from this effort. The services defined herein are only to respond to City Plan Check comments and issue plan changes and Addenda in a timely manner. It is the Owners' responsibility to pick up the permits.
 5. Building Informational Model Protocols:
 - The Architect has prepared and distributed BIM protocols which the Owner and other Project participants have reviewed and approved. The Model protocols include the following:
 - Identification of the Model Element Authors;
 - Definition of the various Levels of Development for the Model Elements and the associated permitted uses for each defined Level of Development;
 - Identification of the required Level of Development of each Model Element at each identified Project milestone;
 - Identification of the construction classification systems to be used on the Project;
 - The process by which Project Participants will exchange and share the Model at intervals reflected in a Model Element Table;
 - The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
 - Details regarding any anticipated Authorized Uses for as-designed and as-constructed record Models, if required on the Project; and
 - Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project.
 6. The Architect shall review laws, regulations, codes, and standards in effect as of the date of this Agreement that are applicable to the Architects services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses incurred in the interest of the Project are considered an addition to the fees for professional services. Reimbursable expenses also include amounts invoiced to the Architect by the Architect's consultants plus 10%. Exhibit "A", attached defines Heller Manus Architect's Hourly Billing Rates Schedule and Reimbursable Expenses. Reimbursable expenses incurred in the interest of the Project are estimated to be approximately 10% of the professional fee. Any individual reimbursable expense item that in the aggregate exceeds \$5,000.00] (the "Reimbursable Cap") shall require the prior written approval of Owner, which approval shall not be unreasonably withheld. Architect shall submit to Owner all original 'actual cost' receipts with Architect's request for reimbursement of any Reimbursable expenses. Reimbursable expenses are further defined in this Agreement. Once a general contractor has been retained for construction, the Owner will be responsible for setting up Project specific plotting and printing with a printing company. All plotting, printing and management of published documents will then be done through this company at

Owner's direct cost.

The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A – Standard Hourly Billing Rates and Reimbursable Expenses
- Exhibit B – Conditions of Service
- Exhibit C – HM & Subconsultant Fee Breakdown

ACCEPTANCE

Acceptance of this proposal by signing below is authorization to begin the Scope of Architectural Services described herein.

FROM: HELLER MANUS, INC.
d.b.a. Heller Manus Architects

FOR: _____

NAME: Stephen Buchholz

NAME: _____



SIGNATURE: _____

SIGNATURE: _____

TITLE: COO
LICENSE: C 22531
DATE: May 27, 2026

TITLE: _____
DATE: _____

EXHIBIT A**STANDARD HOURLY BILLING RATES***as of January 1, 2026*

Principal	\$295.00
Managing Director	\$280.00
Director	\$265.00
Project Architect	\$245.00
Senior Designer	\$225.00
Senior Technical	\$210.00
Technical	\$190.00
Designer	\$170.00
Administrative	\$115.00

REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid in addition to the compensation for basic services. Normal and customary reimbursable expenses include, but are not limited to the following:

- Professional Renderings
- Professional Architectural Models and 3D Printing
- Local Travel: Mileage, Transport, Cab and Ride-Sharing Fares
- Non-Local Travel: Air Fares, Hotel & Accommodations, Cab and Ride-Sharing Fares, Rental Cars
- Telephone
- Shipping & Delivery Services
- Reprographic Services
- Professional Visualization, Animation & Imaging
- Project Specific Management Software Fees and Subscriptions
- Project Specific Insurance.
- Business Meals

ACCOUNTING PRACTICES

For fixed fee proposals, the amount of compensation shall be the percentage of completion of the Architectural Services multiplied by the Fixed Fee, less all prior payments on account of the Fixed Fee. For hourly fee proposals for services, Heller Manus will bill the direct labor as listed in the standard hourly billing rates. All consultant services to Heller Manus will be billed at 1.1 times the amount billed to the architect (direct cost plus 10% markup.) Subject to the terms of this Agreement, reimbursable expenses will be billed at 1.1 times cost (direct cost plus 10% markup). Use of consultants must be approved in advance by client. Any expenses over \$5,000.00 must be approved in advance by client.

EXHIBIT B**CONDITIONS OF SERVICE**

1. These Conditions of Service, together with LAVTA HM CD BP Submittal Proposal 20260512 serves as our entire and integrated Agreement and supersedes all prior negotiations, representations or agreements, either written or oral. Owner and Architect may amend this Agreement, which is governed by California law, only by a written instrument signed by both parties.
2. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement or any right or cause of action arising out of this Agreement or performance of Architect's services without the written consent of the other. However, this restriction shall not affect the parties' insurers' rights of subrogation contained in any applicable insurance policy.
3. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
4. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy upon a breach thereof shall constitute a waiver of any such breach or any such term.
5. Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project's construction, since these are solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out its work in accordance with the Architect's Documents or Contractor's agreement with Owner. Architects shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing construction on the Project.
6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
7. Architect will provide invoices to Owner describing services rendered and for reimbursable expenses incurred, usually monthly. Payments are due and payable upon receipt of Architect's invoice. Amounts unpaid thirty (30) calendar days after the invoice date shall bear a late payment penalty at the rate of one- and one-half percent (1½%) per month. No deductions shall be made from Architect's compensation other than those for which Architect has been found to be legally liable. If the services covered by this Agreement have not been completed within [insert] (insert) months, services rendered by Architect beyond this period shall be compensated as an Additional Service.]
8. If Owner fails to make payment when due Architect for services or expenses, Architect may, upon seven calendar days' written notice to Owner, suspend performance of Architect's services under this Agreement. If Architect does not receive full payment for amounts due within seven (7) calendar days of the date of the notice, the suspension shall take effect without further notice. Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension. Architect shall have the right to retain all Documents in its possession or control and, if required by Architect, Owner shall immediately return all Documents prepared for this Project until Architect receives full payment of all amounts due for all services performed and expenses incurred.
9. Owner releases and agrees that Architect shall not be liable for damages resulting from or arising out of the actions or inaction of governmental agencies, including but not limited to permit processing, environmental impact reports or negative declarations, dedications, general plans and amendments thereto, zoning matters,

annexations or consolidations, use or conditional use permits, variances, project or plan approvals, building permits, or legislative or administrative determinations.

10. If Owner authorizes Architect, either verbally or in writing, to commence Architect's services on the Project before executing this Agreement, such authorization is deemed an acceptance of this Agreement, and Architect's services shall be provided and compensated for in accordance with this Agreement as though Owner executed this Agreement.

11. Any notice, invoice, or other communication hereunder in writing shall be deemed given and effective (i) when delivered personally, by telex, telecopier, facsimile, email, electronic document (PDF) or overnight express, or (ii) three (3) days after the postmark is mailed by certified or registered mail.

12. Either Owner or Architect may terminate this Agreement upon seven (7) days' written notice. Owner shall pay for all services rendered and reimbursable expenses incurred up to and through such termination date within thirty (30) days of the date of Architect's invoice.

13. Architect may adjust its Standard Hourly Rates under this Agreement on January 1 of each calendar year.

14. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof ("Claim(s)") shall initially be directed to Client's and Architect's project teams for prompt resolution through informal discussions. If a mutually agreeable resolution is not reached seven (7) business days after the notice of Claim, the principal of each party with authority to resolve the Claim shall immediately meet to promptly resolve the matter through informal discussions. If a mutually agreeable resolution is not reached seven (7) business days after the principals' meeting, the Claim shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method acceptable to the parties, prior to submitting any Claim to litigation. The cost of the mediation service shall be borne equally by the parties. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by applicable law.

15. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

16. To the fullest extent permitted by law, Owner agrees to limit the liability of Architect, its consultants (if any) and all its employees, agents and officers (collectively for this paragraph "Architect") to Owner for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause including but not limited to Architect's negligence, errors or omissions or breach of contract such that the total aggregate liability of Architect shall not exceed Architect's total fees received for the services on this Project.

17. Architect shall have the right to professionally photograph and publish all portions of the Project. Architect shall keep the Owner informed of when and where the Project is to be published and will keep Owner's name, business and exact Project location confidential, if requested in writing by Owner. Owner shall provide professional credit to Architect on the construction sign and in the promotional materials for the Project.

18. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants, if any are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

19. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

20. In the event the Owner terminates this Agreement, or seeks to reduce the scope of basic services outlined herein, prior to the completion of the Scope of Basic Services by Architect, or if the Basic Scope of Services specifically excludes the Architect from being the Architect of Record, or if for whatever other reason the Owner has another architect complete the basic services outlined herein, this other architect will be the architect of record. In this event the, Owner, agrees to indemnify, defend and hold the Architect and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of any subsequent use, reuse or modification of the Architect's Instruments of Service including, but not limited to, Architect's Drawings, Specifications and other documents, except where the Architect is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction. Except for the licenses granted in Subparagraph 19, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Subsubcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 19. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to the Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants, if any. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

21. Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

22. Owner's Responsibilities

1. Owner shall provide or cause others to provide full information regarding requirements for the Project, including a program which shall set forth Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Owner shall establish and update an overall budget for this Project, including the Construction Cost, Owner's other costs and reasonable contingencies related to all these costs. Owner shall be responsible for project financial feasibility and marketing studies.
 2. Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner or such authorized representative shall make decisions in a timely manner pertaining to documents submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's services. Any verbal instructions or authorizations that are confirmed by letter, meeting notes, memoranda or the like, with a copy sent to Owner or its representative to which Owner or its representative takes no exception within forty-eight (48) hours, shall be deemed equivalent to written instruction, approval and authorization from Owner.
 3. Owner shall furnish all surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All of the information on the survey shall be referenced to a Project benchmark.
 4. Owner shall furnish the services of geotechnical engineers when such services are requested by Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
 5. Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by Architect. Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. Owner shall furnish civil engineering services when such services are required.
 6. Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of Owner.
 7. The services, information, surveys, recommendations and reports included in this Section [insert], shall be furnished at Owner's expense, and Architect shall be entitled to rely upon the accuracy and completeness thereof.
 8. Owner shall give prompt written notice to Architect if Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
 9. The proposed language of certificates or certifications requested of Architect or Architect's consultants, if any, shall be submitted to Architect for review and approval at least fourteen (14) days prior to execution. Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement. Architect shall not be required to execute certificates or certifications that may extend Architect's liability beyond that undertaken in this Agreement.
23. The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential

damage due to either party's termination in accordance with Section [insert]. The Architect's waiver of consequential damage, however, is contingent upon the Owner requiring and the Contractor and its subcontractors agreeing to waive all consequential damages against the Architect and its consultants for claims, disputes or other matters in question arising out of or relating to the Project. The Owner's waiver of consequential damages is contingent upon the Architect requiring its consultants to waive all consequential damages against the Owner for claims, disputes or other matters in question arising out of or relating to the Project.

24. Owner acknowledges that Architect and Architect's consultants have no experience in and are not being retained for the purposes of the discovery, presence, handling, removal or disposal of, or exposure of persons to any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos related materials or products, polychlorinated biphenyl (PCB) or other hazardous substances as defined by the Environmental Protection Agency or any other public authority (collectively, "Hazardous Substances").

25. Architect shall perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by reasonable members of Architect's profession currently practicing in the same locality under similar conditions. Consistent with Architect's standard of care, Architect's services shall respond in the design of the Project to the applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of issuance of the Construction Documents for building permit.

26. Architect's services shall be performed as expeditiously as is consistent with its standard of care and the orderly progress of the Work. Architect will submit, for Owner's approval, an estimated schedule for the performance of Architect's services, which may be adjusted as the Project proceeds. This schedule will include allowances for periods of time required for Owner's review and for approval by authorities having jurisdiction over the Project. Either Architect or Client shall not, except for reasonable cause, exceed time limits established by this schedule and approved by Owner.

27. Irrespective of any other provision in this Agreement, nothing contained in this Agreement shall be construed: (1) to constitute a guarantee, warranty or assurance, either express or implied, that Architect's services will yield or accomplish a perfect outcome for the Project; or (2) to obligate Architect to exercise professional skill or judgment greater than that, which can reasonably be expected from other architects practicing in the same locality under similar conditions. Although Architect may act as Owner's representative pursuant to the authority granted in this Agreement, Owner and Architect expressly agree that Architect's standard of care when acting as Owner's representative is the negligence standard and not a fiduciary standard of care; or (3) as an assumption by Architect of the liability of any other party.