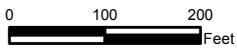
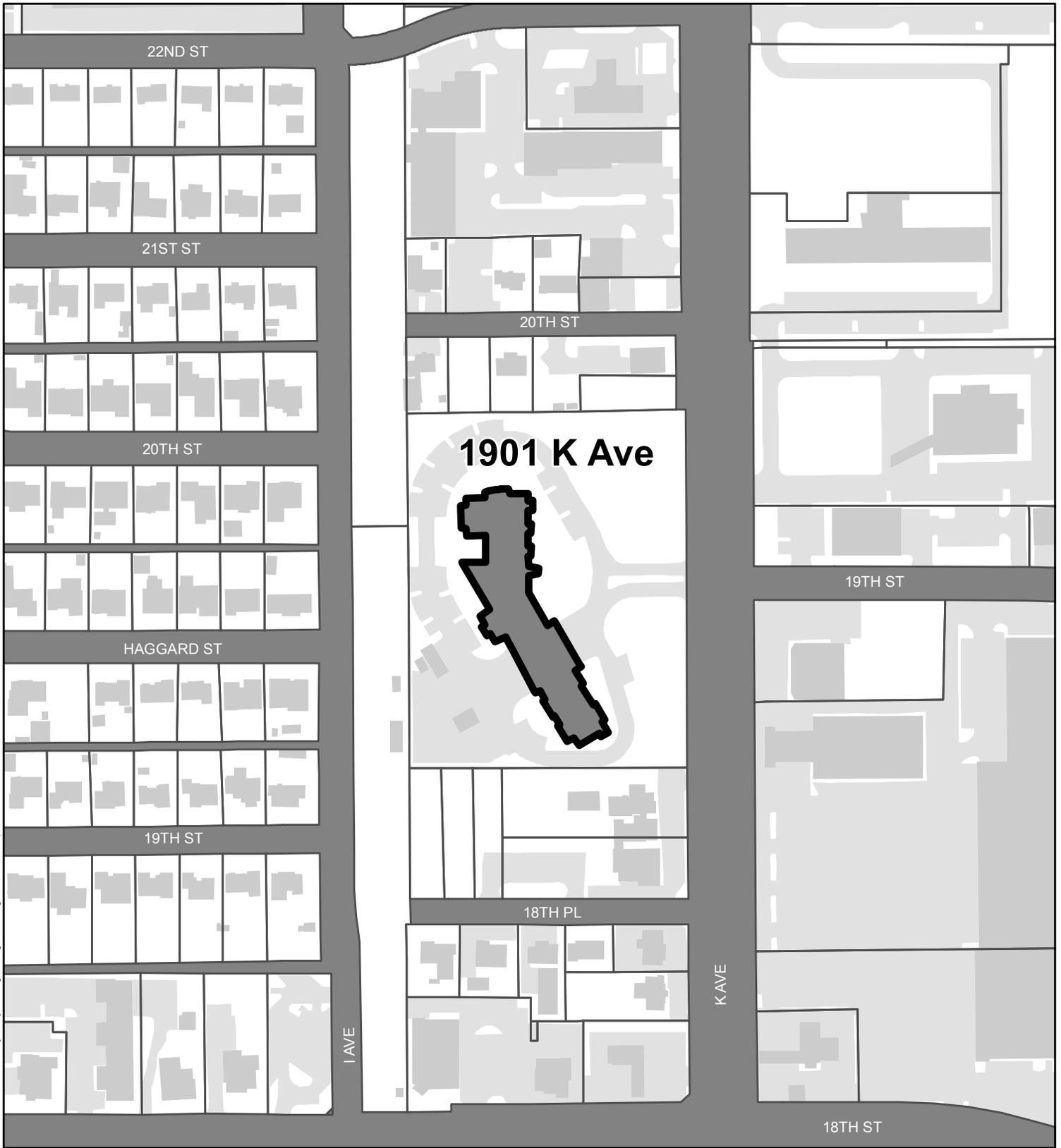




**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/27/14 | | |
| Department: | | Engineering | | |
| Department Head: | | Jack Carr | | |
| Agenda Coordinator (include phone #): Kathleen Schonke (7198) | | | | Project No. 6406 |
| CAPTION | | | | |
| To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$358,930, for Fire Administration and Station One Renovations & Improvements designs; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 300,000 | 4,000,000 | 4,300,000 |
| Encumbered/Expended Amount | 0 | -16,801 | 0 | -16,801 |
| This Item | 0 | -274,773 | -84,157 | -358,930 |
| BALANCE | 0 | 8,426 | 3,915,843 | 3,924,269 |
| FUND(S): FIRE & PUBLIC SAFETY FACILITIES CIP | | | | |
| <p>COMMENTS: Funds are planned and available in the 2013-14 Fire & Public Safety Facilities CIP. This item, in the amount of \$358,930, will leave a total balance of \$3,924,269 available for renovations and improvements to the Fire Station One and Fire Administration Facility.</p> <p>STRATEGIC PLAN GOAL: Renovations and improvements to Plano Fire-Rescue facilities relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>This agreement with Brown Reynolds Watford Architects, Inc., is for design of the renovations to Fire Administration and Fire Station One buildings. The contract fee is \$358,930 and will address programming, schematic design, design development, construction documents development, construction administration and project close out for interior renovations, expansions, equipment replacement, site improvements, parking additions, and other programs identified during initial design.</p> <p>1901 Avenue K https://www.google.com/maps/place/1901+K+Ave/@33.0261476,-96.6997992,17z/data=!4m7!1m4!3m3!1s0x864c1904f2fa42c9:0xf89e692aba77fbc2!2s1901+K+Ave!3b1!3m1!1s0x864c1904f2fa42c9:0xf89e692aba77fbc2</p> | | | | |
| Funding is available from Fire Facilities CIP. Staff feels the fee is reasonable for this project estimated to cost \$4,000,000. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Location Map; Architectural Services Agreement | | | N/A | |

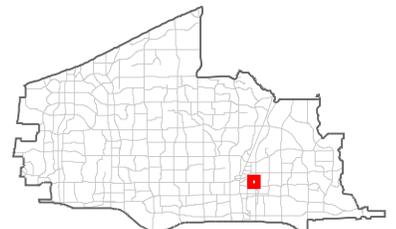
sharif 5/2/2014 C:\Analyst\Projects\Engineering\Council\Agenda\Locator\Maps\05-02-14_FireRenovation\1901_K_Ave.mxd



Fire Admin/Fire Station 1 Renovation 1901 K Ave

May 2014
Source: City of Plano GIS Division

Project Location



FIRE ADMINISTRATION AND STATION ONE RENOVATIONS & IMPROVEMENTS

PROJECT NO. 6406

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **FIRE ADMINISTRATION AND STATION ONE RENOVATIONS & IMPROVEMENTS** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

The City hereby agrees to retain the Architect to perform professional architectural services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE

PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of

reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, P.E.
Facilities Manager

City agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect at the following address:

Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, Texas 75204
Attn: Gary DeVries, AIA
Principal

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

**BROWN REYNOLDS WATFORD
ARCHITECTS, INC.**
A Texas Corporation

DATE: _____

BY: _____
Gary DeVries
AIA, PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of May, 2014, by **GARY DEVRIES, AIA, PRINCIPAL**, of **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

PRELIMINARY PROJECT SCOPE AND BUDGET

The below preliminary Project Scope is from the Plano Facilities Management Department. The final project scope will result from detailed programming sessions that BRW will conduct with the Fire Department.

Fire Administration

- Add secure lobby entry vestibule
- Renovate 6 -10 interior offices and workstations
- Approx 3,000 SF building addition for offices / storage
- Approx 3,000 SF building addition for storage
- New restrooms exclusively for fire administration offices
- Renovation of existing public restrooms for accessibility and finishes
- New interior finishes
- Renovate break room and trophy / display case
- Resolve mechanical temperature control and zoning issues

Fire Station Living Quarters

- Approx 3,000 SF building addition for Fitness Room and Officer's Office/Sleeping Rooms
- Complete demolition and reconstruction of sleeping rooms
- No Kitchen renovation
- Expansion of covered outdoor eating patio
- Expanded Day room
- Restroom renovations for accessibility and finishes

Fire Station Apparatus Bays

- Consider replacing 4 front overhead doors with 4-fold doors

Site Improvements

- Add pavement for 10 parking spaces
- New LED site lighting

Building Improvements

- Replace metal roof - increase insulation

The Owner has provided the Architect with existing building drawings dated 01-19-93 produced by PSA Architects. The Owner shall provide the Architect with the existing property plat.

The Owner's budget for the Cost of the Work is approximately \$3,000,000.00 (Construction Cost Limit)

The Owner preliminarily intends to use a Competitive Sealed Proposal construction contracting delivery method.

PROJECT TEAM

The Owner's representative will be Jim Razinha, P.E., Facilities Manager, City of Plano

The Owner will retain the following consultants and contractors:

- Construction materials testing laboratory
- IT (voice, data and cable TV) wiring design and installation
- Fire radio and alerting systems design and installation
- Audio visual systems design and installation
- Security systems design and installation

The Architect's representative will be Gary DeVries, AIA, Principal, BRW Architects

The Architect will retain the following consultants:

- **Civil Engineering and Land Surveying:**
Jaster Quintanilla Dallas
2105 Commerce St.
Dallas, TX 75201
214-752-9098
Contact: James Davis, P.E., Civil Manager
- **Structural Engineering:**
Jaster Quintanilla Dallas
2105 Commerce St.
Dallas, TX 75201
214-752-9098
Contact: Tom, Scott, P.E., Principal
- **Mechanical, Electrical and Plumbing Engineering:**
Reed Wells Benson Consulting Engineers
12001 N. Central Expressway, Suite 1100
Dallas, TX 75243
972-788-4222
Contact: Ken Fulk, P.E., Principal
- **Landscape Design:**
David McCaskill Design Group
620 E. Southlake Blvd.
Southlake, TX. 76092
817-709-2084
Contact: David McCaskill, President
- **Roof & Building Envelope Design:**
Conley Group Building Envelope Consulting
5800 E. Campus Circle, Suite 250
Irving, TX 75063
972-444-9020
Contact: Steve Drennan

- Geotechnical Survey:
Alpha Testing
2209 Wisconsin Street, Suite 100
Dallas, TX 75229
972-620-8911
Contact: Theodore Janish, P.E., Principal

SCOPE OF ARCHITECT'S SERVICES

1. Architectural Design
Architectural exterior and interior design.
2. Structural Engineering
Structural engineering shall establish the structural design criteria and include foundation and structural framing design. Cold-formed framing shall be a performance specification. Construction administration services shall include 3 site visits.
3. Mechanical, Electrical and Plumbing Engineering
MEP engineering shall include mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. Modifications to the fire alarm and fire sprinkler systems shall be a performance specification. Construction administration services shall include 3 site visits.
4. Programming, Multiple Concept Designs and Budget Alignment
Architect shall conduct detailed programming meetings with the fire department and provide up to three (3) concept designs with order-of-magnitude construction cost estimates that align with the construction budget.
5. Existing Mechanical System Analysis
The mechanical engineer will analyze the existing mechanical and controls systems and recommend improvements to better control air distribution and temperature in areas identified by the Owner.
6. Civil Engineering
Civil engineering shall include grading, drainage, paving, dimensional control and site utility modifications. Services also include exhibits for city Site Plan approval. Construction administration services include 2 site visits.
7. Landscape Design
Landscape hardscape design and plant material selections shall conform to city zoning ordinance requirements and standards. Construction Administration services include 3 site visits.
8. Roof & Building Envelope Design
Roof and building envelope design shall start with visual examination and core sample analysis of existing roof components. Design services include repair and/or replacement of the existing metal roof and wall sealant joints. Construction administration services shall include a pre-construction meeting and 5 site visits with field reports.
9. Land Survey
The land survey shall be limited to the areas around the building additions and pavement improvements. The survey shall show contours at one foot intervals, locations of structures, paving and visible improvements, utility information based on surface evidence and record

information, and trees of six inches in caliper and greater. All the information on the survey shall be referenced to a project benchmark.

10. Geotechnical Survey

Geotechnical survey shall include one deep boring for foundation design recommendations at each building addition location and one shallow boring for pavement recommendations at each location.

SCOPE OF ARCHITECT'S SERVICES BY PHASE

The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

SCHEMATIC DESIGN PHASE SERVICES

The Architect shall prepare a preliminary evaluation of the Owner's needs, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval alternative approaches to design and construction illustrating the scale and relationship of the Project components.

Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective

sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's needs, schedule and budget for the Cost of the Work.

At the completion of Schematic Design, the Architect shall submit to the Owner and ask for approval of the Schematic Design Documents and estimate of the Cost of the Work.

DESIGN DEVELOPMENT PHASE SERVICES

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also identify major materials and systems and establish in general their quality levels.

The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction phase services.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a

project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work and request the Owner's approval.

BIDDING SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bid proposals; (2) confirming responsiveness of proposals; and (3) evaluating the proposals.

The Architect shall assist the Owner in bidding the Project by:

1. attending and assisting with a pre-bid conference for prospective bidders;
2. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the proposal documents to all prospective bidders in the form of addenda; and
3. attending the opening of the proposals, and evaluating the proposals, as directed by the Owner.

The Architect shall consider requests for substitutions, if the proposal documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

CONSTRUCTION PHASE SERVICES

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Evaluation of the Work

The Architect shall visit the site two (2) times per month at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Submittals

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

The Architect shall review and respond to Requests for Information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

Changes in the Work

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ADDITIONAL SERVICES

Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to an appropriate adjustment in the Architect's compensation and schedule.

The Architect's responsibility to provide Construction Phase Services commences with the Contract for Construction Notice-to-Proceed and shall terminate thirty (30) after the Substantial Completion date established in the original Contract for Construction. Services beyond this date shall be Additional Services compensated with a monthly lump sum fee equal to the Architect's construction phase services fee divided by the number of months in the original Contract for Construction.

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

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. Two (2) visits per month to the site by the Architect averaged over the duration of the Project during construction
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. One (1) inspection for any portion of the Work to determine final completion

The Architect shall also not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Owner provide information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Consultation concerning replacement of Work resulting from fire or other cause during construction;
10. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

11. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
12. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
13. Evaluating an extensive number of Contractor Claims;
14. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting there from.

OWNER PROVIDED SERVICES

The Owner shall provide the following services or shall ask the Architect to provide them as an Additional Service if required to complete the work.

1. Construction Materials Testing
2. Telecommunications (voice, data, cable TV, radio, antenna, and audio visual) design
3. Security systems design
4. Building commissioning
5. Furniture, furnishings and fire/fitness equipment selection and procurement

EXCLUDED SERVICES

The services listed below are not anticipated at this time, but could be provided as an Additional services, if required to complete the work.

1. Complete measurement of existing facilities. Architect shall produce document based on existing building drawings provided by the Owner and make changes based solely on visual observations.
2. Coordination of the Owner's consultants work
3. Environmental evaluation and mitigation
4. Preparation of fast-track of multiple construction document packages
5. Construction observation services beyond that described herein
6. Property plat and zoning modifications. We understand the property is platted and will not require plat or zoning modifications.
7. Storm water detention
8. Off-site utility engineering
9. Utility bill estimates
10. Leading the CM at Risk selections process, including preparation of RFQs and Interviews
11. As-Constructed Record Drawings to incorporate field changes from the Contractor's as-constructed documents into the electronic Construction Documents.

ARCHITECT'S RESPONSIBILITIES

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

OWNER'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

COST OF THE WORK

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service.

If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the

Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate the contract;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

If the Owner chooses to proceed with revising the Project program, scope or quality to align with the budget, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

EXHIBIT "B"

- Programming 2 Weeks from a Notice-to-Proceed
- Schematic Design 6 - 8 Weeks
(includes 2 weeks owner review and approval)
- Design Development 6 - 8 weeks
(includes 2 weeks owner review and approval)
- Construction Documents 14 to 16 weeks
(includes 2 weeks owner review and approval)
- Bidding 4 weeks
- Construction Contract Award & Execution 4 to 8 weeks
- Construction Administration 10 to 12 months

EXHIBIT "C"

COMPENSATION

For the Architect's Services described in Exhibit A Scope of Services, the Owner shall compensate the Architect based on a total lump sum fee of \$358,930.00, including reimbursable expenses, as follows:

| | |
|---|--------------|
| • Architectural Design, Structural Engineering, and Mechanical, Electrical and Plumbing Engineering | \$277,500.00 |
| • Programming, Multiple Concept Designs and Budget Alignment | \$7,500.00 |
| • Mechanical Systems Analysis | \$3,500.00 |
| • Civil Engineering | \$10,000.00 |
| • Landscape & Irrigation Design | \$9,500.00 |
| • Roof & Building Envelope Design | \$33,130.00 |
| • Land Survey | \$5,500.00 |
| • Geotechnical Survey | \$5,800.00 |
| • Reimbursable Expenses | \$6,500.00 |

Total Lump Sum Fee \$358,930.00

Services shall be invoiced monthly based on the percent complete, but shall not exceed the following amounts for each phase of work:

| | |
|---------------------------------------|--------------|
| • Programming and Mechanical Analysis | \$11,000.00 |
| • Land Survey and Geotechnical Survey | \$11,300.00 |
| • Schematic Design | \$67,326.00 |
| • Design Development | \$67,326.00 |
| • Construction Documents | \$117,820.50 |
| • Bidding | \$16,831.50 |
| • Construction Administration | \$67,326.00 |

Total Lump Sum Fee \$358,930.00

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of twelve percent (12%) per annum.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

REIMBURSABLE EXPENSES

Reimbursable Expenses included in the above Compensation are limited to the below items:

1. Transportation;
2. TDLR plan review and site inspection fees, but not building permit fees
3. Review document printing, reproductions, plots, standard form documents, but not bid document reproduction or distribution;
4. Postage, handling and delivery;
5. Taxes levied on site survey services.

ADDITIONAL SERVICES

The hourly billing rates for Additional Services of the Architect and the Architect’s existing consultants are set forth below or shall be negotiated as a lump sum fee. Compensation for Additional Services of the Architect’s new consultants shall be the amount invoiced to the Architect plus ten percent (10%).

| Employee Category | Rate |
|----------------------------------|-------------------|
| BRW Architects | |
| • Principal | \$240.00 per hour |
| • Project Director | \$200.00 per hour |
| • Project Manager | \$175.00 per hour |
| • Project Architect | \$140.00 per hour |
| • Architect | \$120.00 per hour |
| • Intern Architect I | \$90.00 per hour |
| • Intern Architect II | \$75.00 per hour |
| • Administration Staff | \$70.00 per hour |
| Jaster Quintanilla Dallas | |
| • Principal | \$185.00 per hour |
| • Project Manager | \$140.00 per hour |
| • Senior Project Engineer | \$120.00 per hour |
| • Technician | \$90.00 per hour |
| • CAD Operator | \$75.00 per hour |
| • Survey Crew | \$135.00 per hour |
| • Senior RPLS | \$135.00 per hour |
| • RPLS | \$105.00 per hour |
| • Administrative | \$50.00 per hour |

Reed Wells Benson & Company

- Principal \$150.00 per hour
- Senior Project Manager \$110.00 per hour
- Senior Engineer \$100.00 per hour
- Project Engineer \$95.00 per hour
- Engineer \$85.00 per hour
- Senior Designer \$70.00 per hour
- Designer \$60.00 per hour
- CADD Designer \$55.00 per hour
- CADD Operator \$40.00 - \$50.00 per hour
- Technical Typist \$50.00 - \$65.00 per hour

CCM Construction Services

- Senior Estimator \$115.00 per hour
- Estimator \$100.00 per hour

Conley Group

- Principal \$225.00 per hour
- Senior Architect / Consultant \$210.00 per hour
- Senior Project Manager \$175.00 per hour
- Architect / Engineer / Consultant \$175.00 per hour
- Project Manager \$135.00 per hour
- Field Technician \$95.00 per hour
- IT / Database manager \$90.00 per hour
- Registered Roof Observer / Sr. Project Rep. \$85.00 per hour
- Project Representative \$75.00 per hour
- Draftsman \$65.00 per hour
- Administration \$65.00 per hour

EXHIBIT "D"

ARCHITECTURE

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis:

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

| | |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease |
| <input type="checkbox"/> 2. For Future Use | |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program | \$150,000 medical, safety program |
| <input checked="" type="checkbox"/> 4. General Liability | Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL) | |
| <input checked="" type="checkbox"/> 6. Premises/Operations | (Items No. 3-10 & 12 require) |
| <input checked="" type="checkbox"/> 7. Independent Contractors | <u>\$500,000</u> combined single limit for bodily injury and property damage |
| <input type="checkbox"/> 8. Products | damage each occurrence with |
| <input type="checkbox"/> 9. Completed Operations | \$1,000,000 general aggregate that applies to project under contract |
| <input checked="" type="checkbox"/> 10. Contractual Liability | |
| <input checked="" type="checkbox"/> 11. Personal Injury Liability | \$500,000 each offense & aggregate |
| <input type="checkbox"/> 12. XCU Coverages | |
| <input checked="" type="checkbox"/> 13. Automobile Liability | \$500,000 Bodily Injury & Property |
| <input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned | Damage each accident |
| <input type="checkbox"/> 15. Motor Carrier Act Endorsement | |
| <input checked="" type="checkbox"/> 16. Professional Liability | \$1,000,000 each claim \$2,000,000 aggregate |
| <input type="checkbox"/> 17. Garage Liability | \$_____ BI & PD each occurrence |

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Brown Reynolds Watford Architects, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Brown Reynolds Watford Architects, Inc., is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Brown Reynolds Watford Architects, Inc.
Name of Consultant

By: _____
Signature

Gary DeVries
Print Name

AIA, Principal
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

Notary Public, State of _____