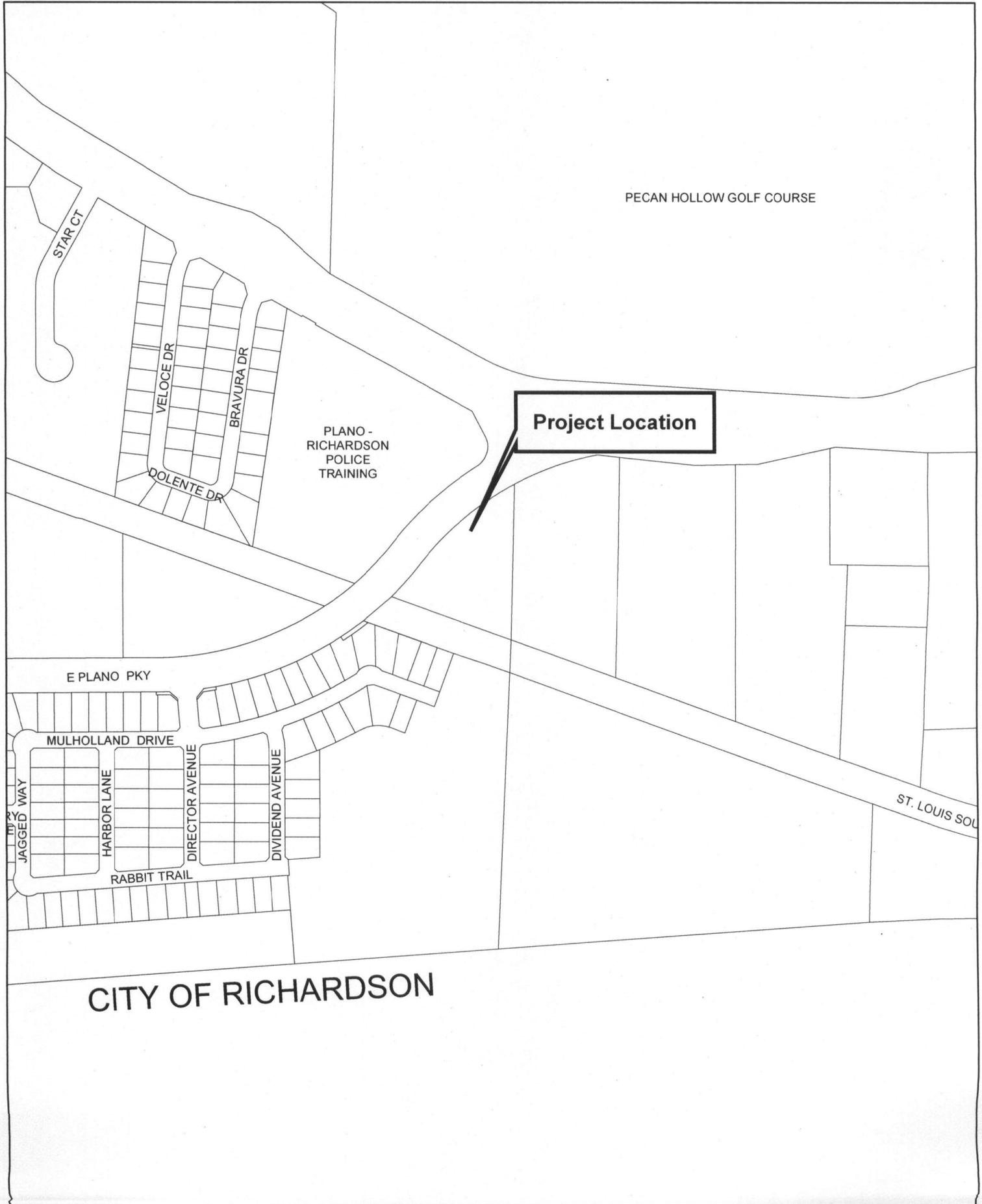




CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/13		
Department:	Engineering			
Department Head:	Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		(Project No. 6305.1)
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$152,500, for Gun Range Modifications - Design; 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	9,580	182,000	0	191,580
Encumbered/Expended Amount	-9,580	-28,940	0	-38,520
This Item	0	-152,500	0	-152,500
BALANCE	0	560	0	560
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$152,500, will leave a current year balance of \$560 for the Police Gun Range – Bldg. 86 project.				
STRATEGIC PLAN GOAL: Design of improvements to enclose the gun range relates to the City's Goals of Safe Large City and Great Neighborhoods – 1 st Choice to Live.				
SUMMARY OF ITEM				
This agreement with Brown Reynolds Watford Architects, Inc., is for design of the Gun Range Modifications. The contract fee is \$152,500 and is for schematic design, design development, construction documents and construction administration.				
The scope of design will address enclosing the existing gun range and associated environmental considerations.				
Funding is available from Police & Court Facilities CIP. Staff feels the fee is reasonable for this project, estimated to cost \$1,200,000.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Architectural Services Agreement			N/A	

Police Gun Range



GUN RANGE MODIFICATIONS - DESIGN

PROJECT NO. 6305.1

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 **GUN RANGE MODIFICATIONS - DESIGN** 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
Public Works Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha
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: Mark Watford
Vice President/Secretary

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.

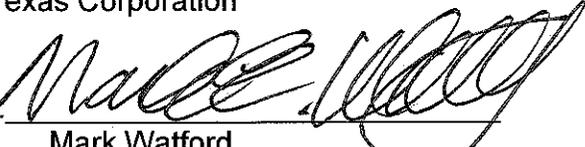
G. Authority to Sign:

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: 7/9/13

BY: 
Mark Watford
VICE PRESIDENT/SECRETARY

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

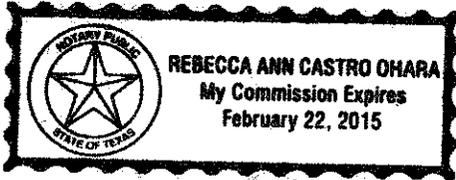
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of July, 2013, by **MARK WATFORD, VICE PRESIDENT/SECRETARY** 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 July, 2013, 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"

PROJECT SCOPE

The project scope is described in BRW Architects' Feasibility Study, dated May 28, 2013 as summarized below:

- New steel roof structure, concrete slab / metal deck and membrane over the existing 50 yard firing range constructed in 2008
- Improvements to the ballistic baffles
- New rooftop HVAC unit, supply / exhaust fans and related ductwork and protection
- New fire water service and fire protection system in 2008 range
- New range electrical service
- New range lighting and target lighting
- Limited site drainage improvements as required to sheet flow for roof water
- No changes will be made to the original 100 yard rifle range or 50 yard handgun range constructed in 1991, except for modifications related to the electrical or fire water service entrances.

PROJECT TEAM

- City of Plano - Owner
- Brown Reynolds Watford Architects, Inc. - Architects / Range Planners
3535 Travis Street, Suite 250
Dallas, Texas 75204
- Jaster Quintanilla Infrastructure – Structural & Civil Engineering
2105 Commerce Street, Suite 300
Dallas, Texas 75201
- Basharkhah Engineering, Inc. - Mechanical / Plumbing / Electrical Engineering
921 N Riverfront Blvd., Suite 100
Dallas, TX 75207
- CCM Construction Services, LLC – Cost Estimating
P.O. Box 120455
Arlington, Texas 76012-0455
12001 N. Central Expressway, Suite 1100
Dallas, Texas 75243

Architect's Authorized Representative – Mark Watford, FAIA, Principal, BRW Architects
Owner's Authorized Representative – Jim Razinha, P.E., Facilities Manager, City of Plano

Owner's Initial Information

The Owner has provided record construction documents, specifications, test reports, and a geotechnical report for the existing facility.

SCOPE OF BASIC SERVICES

Basic Services shall include work by the disciplines listed below:

- Architectural Design
- Civil Engineering, including grading, drainage, fire sprinkler service entrance
- Structural Engineering, including pier and pier cap foundation and roof structure
- Mechanical, Electrical, and Plumbing Engineering, including mechanical, fire sprinkler performance specification, fire alarm, electrical service entrance, power and lighting
- Landscape Architecture (limited), including irrigation performance system specification
- Cost Estimating, with one submittals at the completion of the Design Development phase
- TAS (Texas Accessibility Standards) plan review submittal and response to questions. The plan review fee is a reimbursable expense.

Basic Services include the following phases of work:

- Schematic Design
- Design Development
- Construction Documents
- Bidding Phase
- Construction Administration

City Provided Services and Materials

The City shall furnish services or materials as listed below, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the project.

- Laboratory construction materials testing / inspections (during construction)
- TAS (Texas Accessibility Standards) site inspection at completion of construction. BRW will have the RAS submit a fee proposal to the Owner for the site inspection.
- IT (voice and data) wiring and equipment selection, as applicable (Architect shall provide empty conduit and electrical power as directed by the City or the City's IT vendor)

- Building security system, as applicable (Architect shall provide empty conduit and electrical power as directed by the City or the City's security vendor)

Additional Services

The below services may be needed to accomplish the work and will be provided as an Additional Service upon approval by the Owner.

- Topographic survey

Exclusions from Services

The need for the below services are not anticipated at this time; however, we could provide them as an Additional Service, if required to accomplish the work or desired by the Owner.

- Geotechnical survey
- Storm water detention plan
- Environmental or hazardous materials issues
- Off-site utility engineering (Basic Services assumes utilities are available in the street adjacent to the site)
- Plat and zoning modifications, including easements, S.U.P.s, P.D.s, street abandonments, etc.
- Landscape and irrigation design (beyond limited scope included)
- Lightning protection design
- LEED certification and building utility bill estimates
- Preparation or assistance with multiple or fast track drawing / bid packages
- Leading the process to select a Construction Manager as Risk (CMr), including preparation of a Request for Qualifications or Proposals and related interviews and meetings
- Construction site observation visits beyond the number listed herein.

SCOPE OF SERVICES BY PHASE

Schematic Design

The Architect will prepare Schematic Design documents to illustrate the scale and relationship of the components based on the previously approved project scope. The Schematic Design documents shall include preliminary drawings and outline specifications, along with preliminary selections of major building systems and materials.

Design Development

The Architect shall provide Design Development documents based on approved Schematic Design documents. The Design Development documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of drawings, and outline specifications.

At the completion of Design Development, the Architect's team shall prepare a Probable Construction Cost Estimate and update the project schedule. It is recognized that neither the Architect nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining proposal prices or market conditions. Accordingly, the Architect cannot and does not warrant or represent that proposals will not vary from the City's budget or the Architect's cost estimates.

If at any time the Architect's estimate exceeds the City's budget, the Architect shall make appropriate recommendations to the City to adjust the project's size, quality or budget, and the City shall cooperate with the Architect in making such adjustments.

Construction Documents

The Architect shall provide Construction Documents based on approved Design Development documents and Probable Construction Cost Estimate. The Construction Documents shall set forth in detail the requirements of the project through Construction Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

During the development of the Construction Documents, the Architects shall coordinate the City's bidding requirements with the Purchasing Department to prepare a Project Manual that includes (1) procurement information which describes the time, place and conditions of the bid; bid form(s); the

form of agreement between the City and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The construction scope shall be documented in one bid package and contracted by the City to one General Contractor for construction.

Bidding

We understand the City intends to use a competitive bidding method to award the construction contract. During the bid period, the architect shall prepare Compact Discs (CDs) of the bid documents to the bidders. The City will sell the CDs to bidders. The bidders are responsible for printing any desired documents from the CDs.

The Architect shall prepare responses to questions from bidders and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

The Architect shall participate in a pre-bid conference for prospective bidders.

Construction Administration

The Architect shall participate in a pre-construction conference.

The Architect and Architect's consultants have included the below number of Basic Services site observation visits at intervals appropriate to the construction status to become generally familiar with the progress and quality of the work completed. The Architect's representative shall attend monthly progress meetings and review the status of the work and report any discrepancies observed from the Construction Documents.

- Architect 8 site visits
- Civil Engineer 1
- Structural Engineer 2
- MEP Engineer 2

The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions

and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents.

The Architect shall only respond to reasonable Contractor's Requests for Information and prepare Proposal Requests, Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents.

The Architect's interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written documentation.

The Architect shall review and certify the amounts requested by the Contractor on the Application and Certification for Payment. The issuance of a Certification for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of the work, (2) reviewed construction means, methods, techniques, or sequences, (3) reviewed copies of requisitions received from Subcontractors and material suppliers, or (4) ascertain how or for what purpose the Contractor has used money previously paid on account of the contract sum.

The Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.

Construction Administration services provided more than thirty (30) days after the date of Substantial Completion originally established in the original construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the architect's fee divided by the number of months originally established in the construction contract.

CITY'S RESPONSIBILITIES

The City shall not increase or decrease the overall budget, or the portion the budget allocated for construction or contingencies, without modifying the agreement of the Architect to a corresponding change in the project scope, quality, and / or professional service fees.

The City shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect, in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The City shall not modify a decision once given to the Architect without additional compensation to the Architect.

Should the Owner fail to perform necessary responsibilities to advance the project or fail to make payments to the Architect, the Architect shall have the right to terminate this contract upon written notice to the Owner.

The Architect's services are copyrighted and for the sole benefit of the City of Plano. No third party may use or benefit from the Architect's services or products for this project. In the event that the property is sold, the new owner shall have no recourse or benefit from the Architect's services rendered for this project.

ARCHITECT'S RESPONSIBILITIES

The Architect shall be entitled to rely on the accuracy and completeness of documents furnished by the City. The Architect shall provide prompt written notice to the City, if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design to requirements imposed by governmental authorities having jurisdiction over the work.

The Architect shall submit for the City's approval a schedule for the performance of the Architect's services, including allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the work.

EXHIBIT "B"

The Owner and Architect recognize that the following Project Schedule is preliminary and is subject to change.

- Notice to Proceed July 1, 2013
- Schematic Design July 1 - August 1, 2013
- Design Development August 1 - September 1, 2013
- Construction Documents September 1 - November 1, 2013
- Bidding November 1 - December 1, 2013
- Construction Contract Award & Execution December 1, 2013 - January 1, 2014
- Construction Administration January 1 - July 1, 2014

EXHIBIT "C"

For the Architect's Basic Services described in Exhibit A, the Owner shall compensate the Architect for a lump sum fee of \$147,500.00, plus a \$5,000.00 reimbursable expenses allowance for a total contract of \$152,500.00 (one hundred fifty two thousand five hundred dollars).

Reimbursable expenses shall be invoiced at cost and may include, but are not limited to, document reproduction, deliveries and government agency fees (such as TAS plan review).

Invoicing shall occur monthly for the percentage of work completed during the time period, but shall not exceed the below amounts.

Schematic Design	Fifteen percent	15%
Design Development	Fifteen percent	15%
Construction Documents	Forty five percent	45%
Bidding	Five percent	5%
Construction Administration	Twenty percent	20%
		100%

Hourly rates for Additional Services by the Architect and the Architect's consultants are set forth below.

BRW Architects

Principal	\$240.00 per hour
Director	\$200.00 per hour
Project Manager	\$175.00 per hour
Project Architect	\$140.00 per hour
Architect	\$120.00 per hour
Architectural Intern I	\$90.00 per hour
Architectural Intern II	\$75.00 per hour
Admin Staff	\$70.00 per hour

Jaster Quintanilla Infrastructure

Principal/Partner	\$185.00 per hour
Senior Project Manager	\$160.00 per hour
Project Manager	\$140.00 per hour
Senior Project Engineer	\$120.00 per hour
Project Engineer	\$105.00 per hour
Senior Technician	\$90.00 per hour
Technician	\$75.00 per hour
Administrative	\$50.00 per hour

Basharkhah Engineering

Electrical Engineer	\$120.00 per man hour
Electrical Engineer, Jr.	\$95.00 per man hour
Mechanical Engineer	\$120.00 per man hour
Mechanical Engineer, Jr.	\$95.00 per man hour
Draftsperson	\$75.00 per man hour

CCM Construction Services

Senior Estimator	\$115.00 per man hour
Estimator	\$100.00 per man 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:

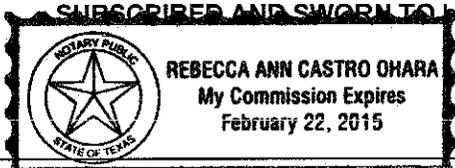
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision 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]*
Signature
MARK E. WATFORD
Print Name
VICE PRESIDENT / SECRETARY
Title
7/8/13
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this eight day of July, 2013.

[Signature]
Notary Public, State of Texas