

**AGREEMENT BETWEEN OWNER AND ARCHITECT**

**AGREEMENT** Made this \_\_\_\_ day of \_\_\_\_ in the year 2022.

**BETWEEN**

The Owner:

CITY OF KELLER

1100 Bear Creek Pkwy

Keller, TX 76248

The Architect:

BRINKLEY SARGENT WIGINTON ARCHITECTS, INC.

5000 Quorum Drive Suite 600

Dallas, TX 75254

For the following project:

Renovations to the existing police department building located at 330 Rufe Snow Dr. Keller, TX 76248 Renovations to four public toilet rooms in Keller City Hall located at 1100 Bear Creek Pkwy Keller, TX 76248.

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

Renovations to existing Keller Police Building as shown on Exhibits A2 and A3 based upon project budget as shown on Exhibit A1. Renovation of four existing public toilets at Keller City Hall based upon a construction budget as shown on Exhibit A4.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the project schedule.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect and Architect's Consultants shall perform its services in accordance with laws, codes, rules, and regulations applicable for the location of the Project consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 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.

§ 3.1.2 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

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

**§ 3.1.5** 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.

**§ 3.1.6** 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. Cost of said filings shall be paid by the Owner.

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** Schematic design services were completed as part of the previous study.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** 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 include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall review the construction estimate provided by Construction Manager at Risk (CMAR).

**§ 3.3.3** 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. The Architect will provide to the Owner one set of printed documents, an electronic (PDF) set of documents and a CAD set.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** 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. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. 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 in accordance with Section 3.6.4.

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

**§ 3.4.3** The Architect shall submit the Construction Documents to the Owner and request the Owner's approval. The Architect will provide to the Owner one set of printed documents, an electronic (PDF) set of documents and a CAD set.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

Provide the CMAR with sufficient assistance to develop the Guaranteed Maximum price (G.M.P.)

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents or as required by City Purchasing Department.

**§ 3.5.2.2** The Architect shall assist the CMAR in bidding the Project by

- .1 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda (which shall be issued via electronic PDF); and

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## **§ 3.6 CONSTRUCTION PHASE SERVICES**

### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** 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. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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.

**§ 3.6.2.2** 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.

**§ 3.6.2.3** 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.

**§ 3.6.2.4** 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.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** 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 as provided in Section 3.6.2 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.

**§ 3.6.3.2** 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.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** 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.

**§ 3.6.4.2** 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.

**§ 3.6.4.3** 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.

**§ 3.6.4.4** 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.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.4.6** All submissions and responses shall be via electronic correspondence.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall visit the site 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.

**§ 3.6.6.2** The Architect's site visit 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.

**§ 3.6.6.3** 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.

**§ 3.6.6.4** 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.

**§ 3.6.6.5** 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.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning	Not Provided	
§ 4.1.6 Building information modeling	Architect	4.2.1
§ 4.1.7 Civil engineering	Architect	Exhibit C
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design	Architect	Exhibit F
§ 4.1.10 Value Analysis	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings	Not Provided	4.22
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Exhibit C
§ 4.1.21 Security Evaluation and Planning	Architect	Exhibit C
§ 4.1.22 Commissioning	Architect	Exhibit C
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Architect	Exhibit F
§ 4.1.28 Topographic Survey Services	Not Provided	
§ 4.1.29 Platting Services	Not Provided	
§ 4.1.30 Geotechnical Investigation	Not Provided	
§ 4.1.31 TAS Review / Inspection	Architect	Exhibit C
§ 4.1.32 ICC 500-2014 Third Party Review	Not Provided	

§ 4.2 Description of each Additional Service designated in Section 4.1 as the Architect’s responsibility:

§ 4.2.1 – **Building Information Modeling:** The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

§ 4.2.2 – **As-Designed Record Drawings:** The A/E team shall update the electronic files (BIM or CAD) prepared for bidding the project with regard to changes or clarifications necessitated during construction due to an error or omission by the design team and provide them to the Owner in PDF format as a part of Basic Services.

§ 4.3 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 in accordance with this Section 4.3 shall entitle the Architect to compensation and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 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. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 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;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 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;
- .4 Preparation of design and documentation for alternate bid or proposal requests not included in the final design development construction budget and Architect's fee proposed by the Owner;
- .5 Not used
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Evaluation of the qualifications of subcontractor bids or persons providing subcontractor proposals;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction.

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 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 working 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.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (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.

§ 5.3 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.

§ 5.4 Unless provided by the Architect under Section 4.1, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless provided by the Architect under Section 4.1, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 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.

§ 5.7 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.



§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 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.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 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 prior to or after bidding 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.

§ 6.2 If after bidding, the lowest bona fide bid or negotiated proposal exceeds to Owner's budget, the Architect, with 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, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. 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

§ 6.2.1 give written approval of an increase in the budget for the Cost of the Work;

§ 6.2.2 authorize rebidding or renegotiating of the Project within a reasonable time;

§ 6.2.3 terminate in accordance with Section 9.5;

§ 6.2.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

§ 6.2.5 implement any other mutually acceptable alternative.

§ 6.3 If the Owner chooses to proceed under Section 6.2.4, the Architect, with 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, or the budget as adjusted under section 6.2.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**ARTICLE 7 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are included in Exhibit B

**ARTICLE 8: SCOPE OF AGREEMENT**

8.1 This agreement is comprised of the following additional documents.

- Exhibit A: Initial Information
- Exhibit B: Special Terms and Conditions
- Exhibit C: Services and Compensation
- Exhibit D: Hourly Rates
- Exhibit E: Insurance Certificates
- Exhibit F: Interior Design and Furniture Procurement Services

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

\_\_\_\_\_  
**Owner** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**Architect** (Signature)

\_\_\_\_\_  
(Printed name and title)

# Keller Police Renovations Study

Project Budget  
October 4, 2022

EXHIBIT A1

	9/13/2022	10/4/2022	
<b>Testing Services</b>			
Geotechnical Report	2,000	3,000	
Materials Testing	8,000	10,000	
<b>Total</b>	<b>10,000</b>	<b>13,000</b>	
<b>Construction</b>			
Police Building	3,672,000	2,951,000	Note F
Storm Shelter	0	0	Note C
LEED Enhancements	0	0	Note C
Contingency	300,000	240,000	Note F
<b>Total</b>	<b>3,972,000</b>	<b>3,191,000</b>	
<b>FF&amp;E</b>			
Furniture	348,000	302,000	Note G
Exercise Equipment	150,000	150,000	
<b>Total</b>	<b>498,000</b>	<b>452,000</b>	
<b>City Budgets</b>			
Art Budget	0	0	Note C
Construction Manager Pre-Construction	12,000	12,000	
Electrical Aid to Construction Fees	0	0	Note C
Moving Costs	0	0	Note H
I.T. Computers	0	0	Note H
Owner Contingency	40,000	40,000	Note D
<b>Total</b>	<b>52,000</b>	<b>52,000</b>	
<b>Professional Services</b>			
Civil Engineering Services	12,000	12,000	
Architectural Services	380,000	340,000	
Structural Services	6,000	6,000	
MEP Engineering Services	73,000	73,000	
Technology/AV Services	0	15,000	
Commissioning (Basic)	12,000	12,000	
LEED Services	0	0	Note C
TAAS Consultant	6,000	6,000	
FF&E Procurement / Interior Design	81,000	75,000	Note E
Exercise Equipment Procurement	0	0	Note B
Record Documents	7,000	6,000	
Reimbursable Costs	8,000	6,000	
<b>Total</b>	<b>585,000</b>	<b>551,000</b>	
<b>Project Budget Total</b>	<b>5,117,000</b>	<b>4,259,000</b>	Note A

**Notes:**

Note A: Assumed Two Phases of Construction:

- 1/2023            Design Development
- 3/2023            Pricing
- 4/2023            Construction Documents
- 6/2023            Bids Received
- 8/2023            Construction Start
- 4/2024            Construction Complete

Note B:            Service To Be Provided By City

Note C:            Not Required

Note D:            1% Of Construction Cost

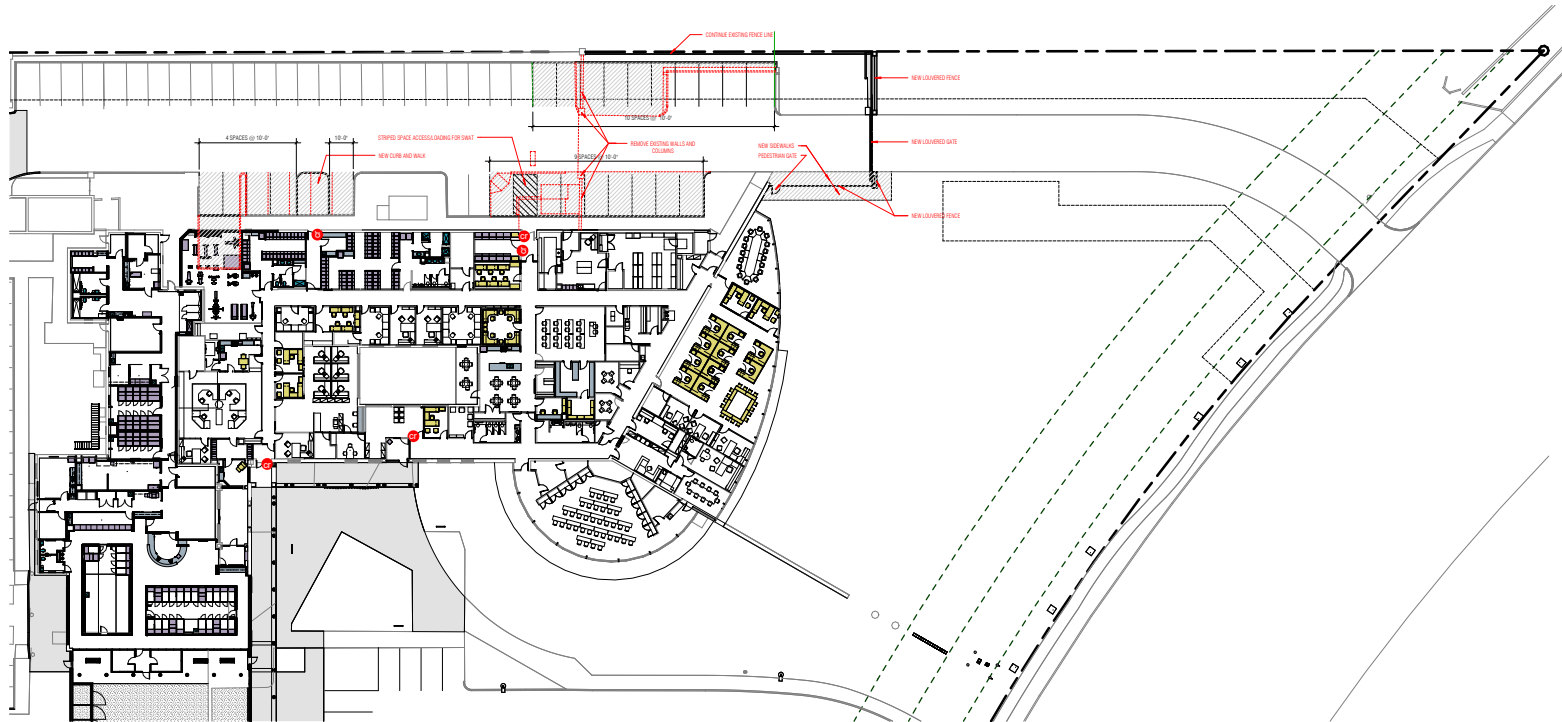
Note E:            15% Of Furniture Budget Plus \$1/SF interiors

Note F:            Reference 9/28/22 revised estimate

Note G:            Reference 10/3/22 revised budget

Note H:            Budget not included within this scope

EXHIBIT A2



SITE PLAN - RENOVATION



© 2011 Brinkley Sargent Architects, Inc.



1 FLOOR PLAN - REFERENCE  
SCALE: 1/8" = 1'-0"



BUILDING 1 775 sf

BUILDING DEMOLITION	QUANT	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0.00	0	
				0.00	0	
Protect Demo existing lavatory top, sink & faucets-to-remain	24	lf	20.00	21.50	516	Revised
Remove Demo existing doors for-reinstallation	4	ea	75.00	80.63	323	Revised
Demo existing floor tile	775	sf	1.50	1.61	1,250	
Demo existing wall tile	2,990	sf	1.50	1.61	4,821	
Demo toilet partitions	10	ea	40.00	43.00	430	
Remove Demo existing WC for-reinstallation	10	ea	50.00	53.75	538	Revised
Remove Demo existing urinal for-reinstallation	2	sf	40.00	43.00	86	Revised
Demo existing gyp bd ceiling	775	sf	1.25	1.34	1,041	Revised
				0.00	0	
Temp partitions	20	lf	55.00	59.13	1,183	
				0	0	
<b>SUB TOTAL BUILDING DEMOLITION</b>					<b>10,187</b>	

FOUNDATION	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
NONE	sf/lf	0.20	0.22	0	
	cy	900	967.50	0	
		0	0.00	0	
<b>SUBTOTAL FOUNDATION</b>				<b>0</b>	

SUBSTRUCTURE	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
NONE	0 ea	395.85	425.54	0	
		0	0.00	0	
<b>SUB TOTALS SUBSTRUCTURE</b>				<b>0</b>	

SUPERSTRUCTURE	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
NONE	0 cy	950	1,021.25	0	
		-	0.00	0	
		0	0.00	0	
<b>SUB TOTAL SUPERSTRUCTURE</b>				<b>0</b>	

EXTERIOR CLOSURE	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
NONE	0 sf		0.00	0	
			0.00	0	
		0	0.00	0	
<b>SUB TOTAL EXTERIOR CLOSURE</b>				<b>0</b>	

ROOFING	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
NONE	0 allw		0.00	0	
			0.00	0	
		0	0.00	0	
<b>SUB TOTAL ROOFING</b>				<b>0</b>	

INTERIOR CONSTRUCTION	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
New solid surface lav tops	24 lf	225	241.88	5,805	Revised
Reinstall-existing New doors and hardware	4 ea	1800	1,935.00	7,740	Revised
			0.00	0	
New gyp bd ceilings on existing framing	750 sf	6.65	7.15	5,362	Revised
Misc patch & repair to drywall	1 allw	1000	1,075.00	1,075	
			0.00	0	
			0.00	0	
			0	0.00	
<b>SUB TOTAL INTERIOR CONSTRUCTION</b>				<b>19,982</b>	

INTERIOR FINISHES	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
				0	
				0	
Floor tile	853 sf	13.50	14.51	12,372	Assume porcelain tile (\$5.00/sf mat'l allowance)
Cove base	330 lf	16.75	18.01	5,942	Assume porcelain tile (\$8.00/lf mat'l allowance)
Schluter trim	850 lf	3.60	3.87	3,290	
Walls tile (12x24 matte)	3,289 sf	14.85	15.96	52,505	Assume porcelain tile (\$5.00/sf mat'l allowance)
			0.00	0	
Tape, float & finish new gyp wall repair	1 allw	250.00	268.75	269	
Patch prep-existing Tape, float & finish gyp bd ceilings for paint	775 sf	0.30	0.32	250	Revised
Paint gyp bd ceilings	775 sf	0.65	0.70	542	
Paint HM door frames only	4 ea	35.00	37.63	151	
Paint interior doors	0 ea	40.00	43.00	0	Assume prefinished door leaves
			0.00	0	
			0.00	0	
			0.00	0	
			0.00	0	
<b>SUB TOTAL INTERIOR FINISHES</b>				<b>75,319</b>	

BUILDING 1		775	sf				
Specialties	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS		
			0.00	0			
Toilet compartment, solid surface	6 ea	850	913.75	5,483			
Toilet compartment, ADA, solid surface	4 ea	1000	1,075.00	4,300			
Urinal screen, solid surface	0 ea	175	188.13	0			
			0.00	0			
Mirror, framed	8 ea	180	193.50	1,548			
Soap dispenser	4 ea	150	161.25	645			
Paper towel dispenser	4 ea	75	80.63	323			
Paper towel disposal	4 ea	250	268.75	1,075			
Grab bar, 36"	8 ea	250	268.75	2,150			
Toilet tissue dispenser	10 ea	50	53.75	538			
San napkin dispenser / disposal	6 ea	275	295.63	1,774			
	ea	75	80.63	0			
			0.00	0			
			0.00	0			
		0	0.00	0			
		0	0.00	0			
<b>SUB TOTAL SPECIALTIES</b>				<b>17,834</b>			

FURNISHINGS & EQUIPMENT	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
			0.00	0	
NONE	ea		0.00	0	
	ea		0.00	0	
		0	0.00	0	
<b>SUB TOTAL FURNISHINGS &amp; EQUIPMENT</b>				<b>0</b>	

Special Systems	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
	sf		0.00	0	
Project Direct Support	sf		0.00	0	
Temporary Utility Consumption	0 sf	0.91	0.98	0	Utilities (consumption) provided by Owner
Direct Support Expenses	775 sf	1.02	1.10	850	
General Cleanup & Dumpsters	775 sf	0.63	0.68	525	
Final Cleaning	775 sf	0.34	0.37	283	
		0	0.00	0	
<b>SUB TOTAL SPECIAL CONSTRUCTION</b>				<b>1,658</b>	

CONVEYING SYSTEMS	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
			0.00	0	
NONE	ea		0.00	0	
	ea		0.00	0	
			0.00	0	
<b>SUB TOTAL CONVEYING SYSTEMS</b>				<b>0</b>	

FIRE PROTECTION	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
	sf		0.00	0	
NONE	sf		0.00	0	
	sf		0.00	0	
<b>SUB TOTAL FIRE PROTECTION</b>				<b>0</b>	

PLUMBING	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
<b>New plumbing fixtures</b>			0.00	0	Existing rough-in to be reused
Water closet	10 ea	650.00	698.75	6,988	Revised
Urinal	2 ea	585.00	628.88	1,258	Revised
Lav sink, incl faucet	8 ea	750.00	806.25	6,450	Revised
			0.00	0	
			0.00	0	
			0.00	0	
temporary water			0.00	0	
<b>SUB TOTAL PLUMBING</b>				<b>14,695</b>	

HVAC	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
<b>New air difusers, grilles &amp; registers</b>	1 allw	800.00	860.00	860	Revised. Existing duct to remain
	sf		0.00	0	
		-	0.00	0	
<b>SUB TOTAL HVAC</b>				<b>860</b>	

BUILDING ELECTRIC	unit	UNIT COST	ADJ UNIT COST	TOTAL COST	COMMENTS
			0.00	0	
New wall sconce fixtures, including conduit conductors & connection	8 ea	1,000.00	1,075.00	8,600	
	ea		0.00	0	
			0.00	0	
		0	0.00	0	
<b>SUB TOTAL BUILDING ELECTRIC</b>				<b>8,600</b>	

<b>Cost of Work</b>	<b>Subtotal</b>		<b>149,135</b>	check
<b>OH&amp;P</b>	20.0%		<b>29,827</b>	
<b>TOAL COST</b>			<b>178,962</b>	

# **EXHIBIT B**

## **ARTICLE 7**

### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

#### **12.1 CHANGE ORDERS**

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

#### **12.2 STANDARD OF CARE/CONTINGENCY**

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

#### **12.4 ARCHITECTURAL REGISTRATION**

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

#### **12.5 RECORD DRAWINGS**

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

#### **12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS**

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

#### **12.7 SPECIAL INSPECTIONS**

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.



Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how “Special Inspections” are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These “Special Inspections” must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a “Certificate of Occupancy.”

## **12.8 STATUES OF LIMITATION AND REPOSE**

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statues of limitations commence to run any later than the date when the Architect’s Services are substantially completed.

## EXHIBIT C

### KELLER POLICE BUILDING RENOVATIONS KELLER CITY HALL RENOVATIONS

#### SERVICES AND COMPENSATION

#### BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

Police Renovation Architectural Services: FEE \$340,000

City Hall Renovations Architectural Services: FEE \$36,000

All services and compensation are for Keller Police Renovations unless noted as related to City Hall Renovations. Fees to be billed monthly by percent complete of each phase as follows:

Design Development	30%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	<u>35%</u>
Total	100%

NOTE: Construction is anticipated to last 8 months. Project meetings will occur every 2 weeks. Police and city hall renovations are anticipated to run concurrently. Project meeting for both renovations will occur at the same time. Should construction proceed beyond 9 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$13,000.

#### SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Police Renovation Civil Engineering On-Site Services: Fee \$12,000  
Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications, and construction administration. (Ref. Exhibit A2)
2. Police Renovation Mechanical, Electrical, and Plumbing: Fee \$75,000
3. Police Renovation City Hall Renovation MEP Services: Fee \$8,000
4. Police Renovation Structural Engineering Service: Fee \$6,000
5. Police Renovation Accessibility Consulting Services: Fee \$4,235  
Review of project to meet Texas Accessibility Standards (TAS). Existing building assessment. Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report for contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%).
6. Police Renovation Police Renovation Technology Systems Design Services: Fee \$22,000  
Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services for Audio/Visual Consultation and Acoustical Design are not included. Code required Distributed Antenna System (DAS) is also included. Architectural coordination (10%).
7. Police Renovation Building Commissioning Services: Fee \$16,500  
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. Architectural coordination (10%).
8. Police Renovation Interior Design and Furniture Selection/Procurement Services: Fee \$75,000  
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (\$32,720). Selection, specification and assistance in procurement of new furniture

item. Installation coordination and final punch list. (14% of \$302,000 Budget - \$42,280). Exercise Equipment Selection and procurement is not included in services. (Ref. Exhibit F).

9. As Designed Record Drawings: Fee \$6,000

Prepare a set of electronic documents showing significant changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$10,765

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Police Renovations	\$ 556,735	
B. City Hall Renovation	<u>\$ 44,000</u>	
<i>Total Professional Services</i>		\$ 600,735
C. Reimbursable Budget		<u>\$ 10,765</u>
<b>Total Contract</b>		<b>\$611,500</b>

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.

**BRINKLEY SARGENT WIGINTON ARCHITECTS**

**BILLING RATES  
2022**

<b><u>TITLE</u></b>	<b><u>RATE/hr.</u></b>
<b>Senior Principal</b>	<b>330.00</b>
<b>Principal</b>	<b>260.00</b>
<b>Project Manager</b>	<b>190.00</b>
<b>Strategic Planner</b>	<b>170.00</b>
<b>Senior Project Designer</b>	<b>185.00</b>
<b>Senior Project Architect</b>	<b>180.00</b>
<b>Project Architect</b>	<b>140.00</b>
<b>Architectural Designer II</b>	<b>120.00</b>
<b>Architectural Designer I</b>	<b>105.00</b>
<b>Sr. Construction Administrator</b>	<b>200.00</b>
<b>Construction Administrator</b>	<b>160.00</b>
<b>Senior Interior Designer</b>	<b>165.00</b>
<b>Interior Designer</b>	<b>140.00</b>
<b>Senior Programmer</b>	<b>185.00</b>
<b>Administration</b>	<b>85.00</b>

*Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Brinkley Sargent Wiginton Architects, Inc.), and a sub-table for INSURER(S) AFFORDING COVERAGE (INSURER A-F).

COVERAGES CERTIFICATE NUMBER: 68726433 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of West Lake Hills, TX) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative: Joe Bryant).

# EXHIBIT F

## KELLER CITY HALL RENOVATION

### **SCOPE OF WORK FOR FURNITURE & INTERIOR DESIGN SERVICES** **BRINKLEY SARGENT WIGINTON ARCHITECTS**

#### Research:

- A. Site visit current facility and document any current furniture to remain.
- B. Incorporate any existing furniture into new building plans.

#### Design Development:

- A. Confirm client furniture procurement process.
- B. Coordinate furniture requirements with architectural floor plans.
- C. Establish Preliminary Budget for furniture.
- D. Establish material types for walls, floors as required for budgets

#### Construction Document Phase:

- A. Present Standards of color and finish quality to client
- B. Define interiors colorway options for client review
- C. Present interior preliminary design to client
- D. Develop final interiors standards for client acceptance
- E. Co-ordinate all aspects of interior design with full architectural drawings.
- F. Present final interior design package including 3D renderings as appropriate to clarify final selections.

#### Construction Administration Phase:

- A. Coordinate furniture vendor tours of showroom to inform client of range of furniture options in current market within client budget.
- B. Present standards of finish quality and staffing furniture hierarchy to designated staff.
- C. Establish and review Scope of furniture design based upon budgeting constraints.
- D. Present furniture design preliminary package to client.
- E. Present final furniture design package to client and finalize Budget.
- F. Complete specifications and drawings for purpose of bidding package.
- G. Coordinate the client furniture bidding package front end general conditions consistent with purchasing standards.
- H. Coordinate all MEP/Dimensional issues between furniture package and building Construction documents.
- I. Finalize furniture bid package consistent with procurement method.
- J. Advise Owner and Bidders on furniture and interiors clarifications, substitutions and issuance of Addenda.
- K. Coordinate all furniture vendor discussions with client.
- L. Assist Owner in evaluating furniture prices and make recommendation for contract awards.
- M. Advise Owner and Vendor(s) on clarification items following notice to proceed.
- N. Visit the construction site at various times appropriate to interior design progress to review installation.
- O. Provide two (2) on-site visits to review completed furniture design installation and develop and process punch lists.
- P. Make one (1) on-site visit to review completed furniture punch list with client to establish final acceptance.

#### Client Responsibilities:

- A. Provide single project representative.
- B. Communicate with designer in accordance with the agreed project schedule.
- C. Provide information developed by client which may affect the work to be performed for this project.
- D. Advertise furniture bids. (If required under procurement method.)
- E. Execute the contract awards into purchase orders with the successful furniture bidders.
- F. Provide all management and coordination for the relocation of any existing client equipment i.e., copiers, computers, etc.