

**CONTRACT FOR PROFESSIONAL ARCHITECT SERVICES
CITY OF KELLER, TEXAS
POLICE FACILITY RENOVATION STUDY**

THIS CONTRACT made and entered into on the date last stated below between the City of Keller, Texas hereinafter called "CITY", acting by and through the City Manager, duly authorized to act on behalf of the CITY and Brinkley Sargent Wiginton Architects, Inc., hereinafter called "ARCHITECT", acting by and through Harold Sargent, duly authorized to so act on behalf of the ARCHITECT.

WHEREAS, the CITY desires PROFESSIONAL ARCHITECTURAL services in connection with:

PROJECT: Police Facility Programming and Renovation Conceptual Planning Study

WHEREAS, the CITY has determined that the ARCHITECT has experience in the area involved in the Project and is qualified to perform the work, and the ARCHITECT is willing to enter into a contract with the CITY to perform the SERVICES desired by the CITY in connection with the PROJECT.

THE CITY AND ARCHITECT AGREE AS FOLLOWS:

The CITY hereby retains the ARCHITECT to perform PROGRAMMATIC SPACE PLANNING and CONCEPTUAL STUDIES in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL PROGRAMMATIC SPACE PLANNING and CONCEPTUAL STUDIES services to be performed by the ARCHITECT shall be as follows:

SCOPE ONE

1.1 Approach to Project

The general approach to the project will be to involve all stakeholders in the process. This includes dialogue during the facility audit, needs assessment process, as well as recommendations coming out of the process. The process will be one of documenting existing needs, forecasting future needs, and giving direction on how best the City of Keller, Texas can respond to those needs within current facility.

The GOAL of this project is to provide for maximizing the benefit of improvement dollars through careful analysis of present and future needs.

1.2 Detailed Scope of Tasks

- A. Establish future needs of the Police Department
 - Meet with police staff to review future growth (10 year)
 - Establish department goals for renovation
- B. Develop floor plans to reflect possible solutions to meet police goals.
- C. Meet with Police Department to review plans and receive comments.
- D. Refine plans as required to establish Scope of Work.
- E. Review Scope of Work with Estimator and MEP Engineer.
- F. Onsite existing building audit visit with Estimator/MEP Engineer/City Maintenance Staff to

- prepare construction estimate.
- G. Develop full Project Budget
- J. Review budget and plans with City Staff.
- K. Adjust Scope of Work as required to meet city budget goal.
- L. Present final floor plan and budget.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ARCHITECT, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data Where Available

1. Provide building maintenance staff for review of existing building conditions

2.2 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ARCHITECT'S Subconsultants to perform services under this AGREEMENT.

2.3 CITY Representative

CITY shall designate a representative to act as a contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The ARCHITECT'S services shall be performed in a timely manner consistent with sound professional practices. The ARCHITECT will complete the work according to a normal progress of work. Based upon timely response by the city to required information, availability of meeting times and review time, the architect will complete the study within three months.

The time limits set forth do include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the CITY exceeding those anticipated by the ARCHITECT'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ARCHITECT shall begin work within 10 days of receipt of the executed CONTRACT, receipt of requested information and written Notice to Proceed.

A schedule of completed work showing the percentage complete of each of the items of the scope of work will be submitted each month to the CITY.

4. PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ARCHITECT shall have the meaning indicated below:

Basic ARCHITECTURAL Fee:

Basic ARCHITECTURAL Fee shall mean those expenses incurred by the ARCHITECT and CONSULTANTS in providing the PROJECT Scope of Services.

Reimbursable Expenses:

Reimbursable Expenses shall mean the actual expenses incurred by ARCHITECT in the interest of the PROJECT **not** covered under the Scope of Services, for courier or express mail service and telegrams, travel, reproduction of reports, drawings, and similar PROJECT-related items.

4.2 Basis and Amount of Compensation for Basic Services

Reference Exhibit A Project Task Plan and Fee Analysis. All work will be billed hourly per Exhibit B rates to a maximum total fees & reimbursable costs of \$49,980.

4.3 Basis and Amount of Compensation for Reimbursable Expenses

These include printing, photographs, facsimile transmissions, copies, and travel related to project. Reference Exhibit A.

4.4 Basis and Amount of Compensation for Additional Services

Additional scope will be defined as required and a fixed fee developed for that defined scope. Written approval from CITY will be required for any additional services.

4.5 Partial Payments for Services

Partial fee payments will be submitted at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. These statements shall be prepared by the ARCHITECT and submitted to the CITY.

4.6 Delay

If ARCHITECT'S design services are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ARCHITECT'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, the CITY shall within thirty (30) calendar days of termination remunerate ARCHITECT for services rendered and costs incurred, in accordance with the ARCHITECT'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the

CONTRACT and shall be promptly delivered to the CITY in a reasonably organized form. Should CITY subsequently contract with a new Architect for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the Project is suspended by the CITY for more than 30 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

5.3 Abandonment

This CONTRACT may be terminated by the CITY upon not less than seven (7) days written notice to the ARCHITECT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than ninety (90) consecutive days, the ARCHITECT or the CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

Failure of the CITY to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the CITY fails to make payment to ARCHITECT within forty five (45) days of a statement for services properly performed, the ARCHITECT may, upon fourteen (14) days written notice to the CITY, suspend performance of services under this CONTRACT. Unless ARCHITECT receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ARCHITECT shall have no liability to the CITY for delay or damage caused the CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ARCHITECT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ARCHITECT shall comply with the applicable laws and rules of the current "Texas ARCHITECTURAL Practice Act". The CITY'S approval, acceptance, use of or payment for all or any part of the ARCHITECT'S services herein under or of the project itself shall in no way alter the ARCHITECT'S obligations or the CITY'S rights thereunder.

6.2 Compliance with Laws

ARCHITECT shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

6.3 No Additional Work without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which

would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from the CITY.

6.4 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the CITY.

6.5 Insurance

ARCHITECT shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ARCHITECT shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage, which may arise from the performance of his services under this CONTRACT, in the amount of \$2,000,000.

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. ARCHITECT shall furnish CITY with copies of said policies or certificates evidencing such coverage.

6.6 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ARCHITECT pursuant to this contract shall become the property of the CITY. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

6.7 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Tarrant County, Texas.

6.8 Complaints and Grievances

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2022.

CITY OF KELLER, TEXAS

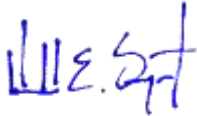
By: _____

Title: _____

Attest: _____

Title: _____

**ARCHITECT
BRINKLEY SARGENT ARCHITECTS**

By: 
Harold E Sargent, AIA
President

Date: 3/25/2022

EXHIBIT A

Keller Police Renovation Study Project Task Plan & Fee Analysis

<u>Task</u>	<u>Description</u>	<u>Senior Principal</u>	<u>Senior Programmer</u>	<u>Architect</u>	<u>Architectural Designer</u>	<u>Total Cost</u>
		\$290	\$170	\$180	\$130	
A	Meeting One - Review Program	3	4			\$ 1,550.00
A	Develop Program & As-Built Plans		6		14	\$ 2,840.00
B	Apply Program to Existing Plan	13		6	10	\$ 6,150.00
C	Meeting Two - Review Plans	3		3		\$ 1,410.00
D	Refine Plans Options	2		2	8	\$ 1,980.00
D	Meeting Three - Review Plans	3				\$ 870.00
E	Review Scope with Estimator/MEP Engineer	2		3		\$ 1,120.00
F	Meeting Four - On-site Audit	6		6		\$ 2,820.00
F	Review on-site findings with consultants	1		4	4	\$ 1,530.00
G	Develop full budget	4			3	\$ 1,550.00
H	Meeting Five - Review budget & plans	3				\$ 870.00
J	Refine Scope of Work/Estimate to meet City goals	2		8	10	\$ 3,320.00
K	Meeting Six - Final Presentation	3				\$ 870.00
Subtotal Architectural Fees						\$ 26,880.00
Estimator Fees (Exhibit B)						\$ 12,000.00
MEP Engineering Fees (Exhibit C)						\$ 8,100.00
Total Fees						\$ 46,980.00
Reimbursable Budget						\$ 3,000.00
Total Fees & Reimbursable Costs						\$ 49,980.00
<u>Notes</u>						
1. All Work to be billed hourly to a maximum of \$46,980						
2. Final deliverables will be: Construction Estimate, Project Budget & Renovation floor plan						
3. No written report is required.						

KAD Preconstruction Services, LLC

PO Box 831, Mabank, TX 75147

February 11, 2020

Mr. Hal Sargent, AIA
BRINKLEY SARGENT WIGINTON ARCHITECTS
5000 Quorum Drive, Suite 600
Dallas, Texas, 75254

RE: Keller Police Building Renovations

Mr. Sargent;

Thank you for the opportunity to provide a proposal to you for Conceptual Design estimating services for the Keller Police Building Renovations in Keller, Texas.

Based on our understanding of your estimating needs, we propose to provide a Conceptual Design Cost Study to Brinkley Sargent Wiginton Architects for the lump sum amount of **Twelve Thousand Dollars (\$12,000.00)**.

The anticipated scope and estimated duration of these services would be as follows:

- Conceptual Design Cost Study – To be provided One (1) week after completion and delivery of conceptual design documents in May 2022;
- Revisions to Initial Study – To be provided One (1) week after receipt of revised conceptual design documents following client review;

The above scope and durations do not include participation in monthly or weekly design meetings with BSW or the client; or site investigations of the existing facility. If this is desired, we will need some guidance as to frequency and duration. We have also excluded expenses related to travel, meals & lodging and recommend that these be handled as a direct reimbursement of actual cost.

Please let me know if you have question or concerns or need additional information. Otherwise, please acknowledge acceptance below and return a copy of this proposal to PO Box 831, Mabank, TX 75147 or via email at keith.durst@att.net.

Sincerely
KAD Preconstruction Services, LLC.

Keith A. Durst
Managing Member
(214) 675-9046

ACCEPTED BY:

_____ [Name] _____ [Date]

_____ [Printed Name]

_____ [Company]



ME Engineers
1825 Market Center Blvd, Suite 600
Dallas, TX 75207
Office: 214.741.1589
me-engineers.com

February 3, 2022

Mr. Hal Sargent
hsargent@bsw-architects.com

RE: Keller Police Building Renovation Study – MEP Proposal

Dear Hal:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects (“Architect”) for mechanical and electrical engineering services for the remodel of the Keller Police. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project is an existing building to be renovated for the City of Keller Police Department. This phase will study the existing building to produce a scope and estimate for the project.

GENERAL SCOPE OF WORK

1. Mechanical & Plumbing Concept Design:
 - a. Perform a site visit to understand the existing conditions of the mechanical and plumbing systems.
 - b. Perform preliminary heating, cooling, and utility services calculations for the development.
 - c. Participate in meetings and video conferences to develop costing.
 - d. Review estimator’s cost estimate and provide responses.
2. Electrical Concept Design:
 - a. Perform a site visit to understand the existing conditions of the electrical and lighting systems.
 - b. Perform preliminary electrical loads and utility services calculations for the new development.
 - c. Participate in meetings and video conferences to develop costing.
 - d. Review estimator’s cost estimate and provide responses.
3. Security/Low-Voltage Concept Design:
 - a. Perform a site visit to understand the existing conditions of the security and low-voltage systems.
 - b. Participate in meetings and video conferences to develop costing.
 - c. Review estimator’s cost estimate and provide responses.

EXCLUSIONS

The following services are excluded or subject to an additional fee:

1. Conceptual narrative or assessment report of the MEPT systems.
2. Room data sheets for all spaces. Budget \$1,200 if this required for the submission.
3. Energy modeling or analysis (this can be provided upon request).
4. HUB/MBE participation.
5. Cost estimating.
6. Acoustical and or vibration analysis or design.
7. Load readings on existing electrical systems.
8. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.

Mr. Hal Sargent
February 3, 2022
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FEE PROPOSAL

The following fee(s) are scheduled for your use and are negotiable. We propose a lump sum fee noted below.

MEP	\$8,100
Technology	\$4,400 HS


TERMS AND CONDITIONS

(See EXHIBIT "B")

If acceptable, please sign below and return a signed copy to ME Engineers for our records. This proposal, together with all attached Exhibits, will create a binding contract between the parties. We must receive a signed copy of this proposal prior to performing substantial work.

We thank you for this opportunity, and we are looking forward to working with you on this project.

Sincerely,



Andrew Shively, P.E.
Principal

M-E ENGINEERS, INC.

Approved and accepted this _____ day of _____, 2022.

Brinkley Sargent Wiginton Architects

By: _____

Title: _____

**ME ENGINEERS
HOURLY RATE SCHEDULE – 2022**

DALLAS OFFICE

Senior Principal	\$310/hr.
Principal	\$290/hr.
Associate Principal	\$270/hr.
Sr. Associate	\$250/hr.
Associate	\$235/hr.
Senior Project Manager	\$225/hr.
Project Manager	\$195/hr.
Project Engineer	\$165/hr.
Designer	\$145/hr.
Sr. BIM Coordinator	\$135/hr.
BIM Coordinator	\$130/hr.
CAD Technician	\$120/hr.
Administrative Staff	\$115/hr.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, (the Client) agrees to indemnify and hold ME Engineers harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.