

**CONTRACT FOR PROFESSIONAL ARCHITECT SERVICES
CITY OF KELLER, TEXAS
SENIOR CENTER 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 Stephen Springs, duly authorized to so act on behalf of the ARCHITECT.

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

SCOPE ONE: Senior Center Space programming and Conceptual Studies

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 including senior citizen focus groups. 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 with current or future facilities.

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 Services

1. Prepare Level One Inventory of the existing Senior Center and site area surrounding the center.

Level One Inventory of facilities shall include:

- Architectural review and comments on condition of existing facilities and site amenities.
- Documentation with pictures and reports.
- Discussions with city maintenance staff and review of existing facility plan.

2. Inventory Prior Reports and Needs Description for Center:
The prior studies and reports will be reviewed as a part of the data review. In addition estimated levels of services will be projected. This will allow the forward forecasting to respond to the city's goals for facility.
3. Develop a Needs Assessment for Senior Facility for the next 20 years.

The needs assessment process is as follows:

- Data Collection – Architect will develop a list of information required to start the process, and the City staff will be responsible for gathering this information. This information includes current and future population, staffing, activities currently provided, activity areas requested and staff and visitor parking requirements.
 - On-Site Meetings – Architect will conduct an on-site interview with City staff in each specialized area of the facility. The City can choose their spokespersons, but typically we would visit with the Parks and Recreation Department and key staff members. We will develop a preliminary needs report at this time.
 - Citizen Input – Architect will meet with the City.
 - Develop Preliminary Report – As stated above, we will develop a preliminary report for review by City staff. This report will identify staff square footage requirements for staff and activity spaces and give a written description. The review will be conducted with the same staff that had input during the process thereby assuring communication throughout the process.
 - Final Report – We will take the comments from our meetings and modify our final space program.
4. Develop a strategy for satisfying current and future space needs by developing two comparative conceptual options utilizing the approved space program. Option one will be a replacement facility placed in general vicinity of the existing center. Option Two will be an expansion and renovation of the current center. Conceptual pricing will be developed for both options.

Items to be evaluated include:

- Location of current facilities and existing land
 - New philosophies of senior services
 - Priorities of various space needs for center
 - Cost of new versus cost of renovation/expansion
 - Site and parking requirements
 - Response to goals of City
 - Park Master Plan
 - Explore alternate ways to provide Senior Services (with assistance from Staff)
5. Based upon the selected development strategy, the Architect will develop more complete conceptual plans and master plan for Senior Center. This concept will include site plan, floor plans and conceptual elevations. A project estimate will also be finalized with assistance of an outside estimating company.

Potential Additional services that may be required but not included in this proposal:

- Engineering survey of site
- Master Planning of park

- Utility studies
- Site drainage studies

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. Organizational chart for senior center
2. Site plans and floor plans in electronic format of building being analyzed
3. Historical attendance and membership going back the preceding 10 years
4. Current parking requirements
5. Park site plan and and Park Master Plan
6. Population projections and demographic makeup of city
7. Any goals statement for the city

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 in four months from time of receipt of all city provided data.

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 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 in addition to those required under Section 1.

Additional Services:

Additional services **not** covered under the Scope of Services, will be provided to the CITY on an hourly basis plus reimbursable expenses as agreed in writing at the time such services are authorized.

4.2 Basis and Amount of Compensation for Basic Services

Description of Services	Fixed Compensation
SCOPE ONE	
1.2.1 Inventory of Existing Facilities	\$1,500
1.2.2 Inventory of Prior Data	\$700
1.2.3 Needs Assessment	\$8,000
1.2.4 Development of Strategies	\$13,500
1.2.5 Develop Facilities Master Plan	\$20,000
Cost Estimating	<u>\$4,000</u>
Total	47,700

4.3 Basis and Amount of Compensation for Reimbursable Expenses

These include printing, photographs, facsimile transmissions, copies, and travel related to project. These costs shall be reimbursed and shall be established at a maximum of \$4,000.00.

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 _____, 2016.

CITY OF KELLER, TEXAS

By: _____

Title: _____

Attest: _____

Title: _____

ARCHITECT BRINKLEY SARGENT ARCHITECTS

By: _____

Stephen Springs, AIA
Principal

Date: _____