

# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the    day of January in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Keller  
P.O. Box 770  
Keller, TX 76244

and the Architect:  
(Name, legal status, address and other information)

Brinkley Sargent Wiginton Architects, Inc.  
5000 Quorum Drive  
Suite 600  
Dallas, TX 75254

for the following Project:  
(Name, location and detailed description)

Keller Senior Activities Center  
Project to be located at Johnson Road Park on Johnson Road to the west of existing city  
library  
Project to contain 22,248 S.F. of activity space

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in **Exhibit A**.

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

| (Paragraphs Deleted)

| (Paragraphs Deleted)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

| Construction Manager At Risk

| (Paragraphs Deleted)

| (Paragraphs Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

| Gary Davis  
P.O. Box 770  
Keller, TX 76244

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

| N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

| (Paragraph Deleted)

| Materials Testing Lab Services:

(Paragraph Deleted)

.2 N/A:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Stephen Springs, AIA  
5000 Quorum Drive, Suite 600  
Dallas, TX 75254  
972-960-9970

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Reference Exhibit D

.2 Mechanical Engineer:

Reference Exhibit E

.3 Electrical Engineer:

Reference Exhibit E

§ 1.1.11.2 Consultants retained under Supplemental Services:

Reference Exhibit C

(Paragraph Deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

*(Paragraphs Deleted)*

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 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.

**§ 2.5** The Architect shall maintain the insurance coverage outlined in **Exhibit N**.

*(Paragraphs Deleted)*

**§ 2.5.7 Additional Insured Obligations.** Reference **Exhibit N**.

*(Paragraph Deleted)*

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

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

**§ 3.1.1** The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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.

| (Paragraph Deleted)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

| (Paragraphs Deleted)

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

| (Paragraph Deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. 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 update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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.

#### § 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

*(Paragraph Deleted)*

##### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;



- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

| (Paragraph Deleted)

## § 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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, as that term is defined in AIA Document A201–2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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 of the schedule. 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** 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, 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 the 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.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP

§ 4.1.1.3	Measured drawings	NP
§ 4.1.1.4	Existing facilities surveys	NP
§ 4.1.1.5	Site evaluation and planning	NP
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	NP
§ 4.1.1.8	Civil engineering	Architect – Exhibit F
§ 4.1.1.9	Landscape design	Architect – Exhibit J
§ 4.1.1.10	Architectural interior design	Architect – Exhibit L
§ 4.1.1.11	Value analysis	Architect
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	NP – CMAR Responsibility
§ 4.1.1.13	On-site project representation	NP
§ 4.1.1.14	Conformed documents for construction	NP
§ 4.1.1.15	As-designed record drawings	NP
§ 4.1.1.16	As-constructed record drawings	Exhibit C
§ 4.1.1.17	Post-occupancy evaluation	NP
§ 4.1.1.18	Facility support services	NP
§ 4.1.1.19	Tenant-related services	NP
§ 4.1.1.20	Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21	Telecommunications/data design	Architect – Exhibit H
§ 4.1.1.22	Security evaluation and planning	Architect – Exhibit H
§ 4.1.1.23	Commissioning	Architect – Exhibit K
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	NP
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect – Exhibit L
§ 4.1.1.29	Texas Accessibility Standards	Architect – Exhibit G
§ 4.1.1.30	Geotechnical Engineering Services	Owner
§ 4.1.1.31	Environmental Phase I Site Analysis	Owner
§ 4.1.1.32	Cultural Resources Surveys	Owner
§ 4.1.1.33	Natural Resources Survey	Owner
§ 4.1.1.30	Site Platting/Survey Services	Architect – Exhibit F

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs Deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( 14 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Reference **Exhibit C**.

#### 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.



§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 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 other 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 The Owner shall furnish services of geotechnical engineers, which may include 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

| (Paragraph Deleted)

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## 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 and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any



event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

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

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

*(Paragraphs Deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

Init.

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

*(Paragraph Deleted)*

.1 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of Basic Services Fees earned as of the date of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

| *(Paragraph Deleted)*

| *(Paragraph Deleted)*

| *(Paragraph Deleted)*



**Reference Exhibit C.**

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**Reference Exhibit C**

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Sum mutually agreed upon by both parties.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%).

*(Paragraph Deleted)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Reference Exhibit C.

*(Table Deleted)*

*(Paragraph Deleted)*

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Reference Exhibit M**

*(Table Deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, and standard form documents;
  - .5 Postage, handling, and delivery;
  - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
  - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
  - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
  - .9 All taxes levied on professional services and on reimbursable expenses;
  - .10 Site office expenses;
  - .11
- Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

*(Paragraphs Deleted)*

#### § 11.10 Payments to the Architect

*(Paragraph Deleted)*

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Paragraph Deleted)*

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Reference **Exhibit B**

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.



§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

Exhibits

*Exhibit A – Initial Information*

*Exhibit B – Special Terms and Conditions*

*Exhibit C – Services and Compensation*

*Exhibit D – Structural Engineering Services*

*Exhibit E – MEP Engineering Services*

*Exhibit F – Civil Engineering Services*

*Exhibit G – Accessibility Consulting Services*

*Exhibit H – Technology Services*

*Exhibit J – Landscape Design Services*

*Exhibit K – Commissioning Services*

*Exhibit L – Interior Design and Furniture Design Services*

*Exhibit M – Hourly Billing Rates*

*Exhibit N – Certificate of Liability Insurance*

∴

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

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

OWNER (Signature)

*Printed name and title*

ARCHITECT (Signature)

Stephen Springs, AIA Senior Principal

*(Printed name, title, and license number, if required)*

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# Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:15:45 ET on 01/02/2019.

## PAGE 1

AGREEMENT made as of the day of January in the year 2019

...

City of Keller  
P.O. Box 770  
Keller, TX 76244

...

Brinkley Sargent Wiginton Architects, Inc.  
5000 Quorum Drive  
Suite 600  
Dallas, TX 75254

...

Keller Senior Activities Center  
Project to be located at Johnson Road Park on Johnson Road to the west of existing city library  
Project to contain 22,248 S.F. of activity space

## PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in ~~this Section 1.1.~~ Exhibit A.

...

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

...

§ 1.1.1 The Owner's program for the Project:

...

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

...

**§ 1.1.2 The Project's physical characteristics:**

...

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

...

**§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:**

...

*(Provide total and, if known, a line item breakdown.)*

...

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

...

**.1— Design phase milestone dates, if any:**

...

**.2— Construction commencement date:**

**PAGE 3**

**.3— Substantial Completion date or dates:**

...

**.4— Other milestone dates:**

...

**Construction Manager At Risk**

...

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

...

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

...

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Gary Davis  
P.O. Box 770  
Keller, TX 76244

...

N/A

...

~~.2 Civil Engineer:~~

...

Materials Testing Lab Services:

PAGE 4

~~.3 Other, if any:~~

...

.2 N/A:

...

Stephen Springs, AIA  
5000 Quorum Drive, Suite 600  
Dallas, TX 75254  
972-960-9970

...

Reference Exhibit D

...

Reference Exhibit E

...

Reference Exhibit E

...

Reference Exhibit C

...

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

PAGE 5

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 insurance coverage outlined in Exhibit N.~~

...

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

...

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

...

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

...

~~§ 2.5.4 Workers' Compensation at statutory limits.~~



...

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

...

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.~~

...

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Reference Exhibit N.~~

...

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

#### PAGE 6

~~§ 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.~~

...

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

...

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

...

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

#### PAGE 7

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

PAGE 8

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 11

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
<u>§ 4.1.1.1 Programming</u>	<u>NP</u>
<u>§ 4.1.1.2 Multiple preliminary designs</u>	<u>NP</u>
<u>§ 4.1.1.3 Measured drawings</u>	<u>NP</u>
<u>§ 4.1.1.4 Existing facilities surveys</u>	<u>NP</u>
<u>§ 4.1.1.5 Site evaluation and planning</u>	<u>NP</u>
<u>§ 4.1.1.6 Building Information Model management responsibilities</u>	<u>Architect</u>
<u>§ 4.1.1.7 Development of Building Information Models for post construction use</u>	<u>NP</u>
<u>§ 4.1.1.8 Civil engineering</u>	<u>Architect – Exhibit F</u>
<u>§ 4.1.1.9 Landscape design</u>	<u>Architect – Exhibit J</u>
<u>§ 4.1.1.10 Architectural interior design</u>	<u>Architect – Exhibit L</u>
<u>§ 4.1.1.11 Value analysis</u>	<u>Architect</u>
<u>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</u>	<u>NP – CMAR Responsibility</u>
<u>§ 4.1.1.13 On-site project representation</u>	<u>NP</u>
<u>§ 4.1.1.14 Conformed documents for construction</u>	<u>NP</u>
<u>§ 4.1.1.15 As-designed record drawings</u>	<u>NP</u>
<u>§ 4.1.1.16 As-constructed record drawings</u>	<u>Exhibit C</u>
<u>§ 4.1.1.17 Post-occupancy evaluation</u>	<u>NP</u>
<u>§ 4.1.1.18 Facility support services</u>	<u>NP</u>
<u>§ 4.1.1.19 Tenant-related services</u>	<u>NP</u>
<u>§ 4.1.1.20 Architect's coordination of the Owner's consultants</u>	<u>NP</u>
<u>§ 4.1.1.21 Telecommunications/data design</u>	<u>Architect – Exhibit H</u>
<u>§ 4.1.1.22 Security evaluation and planning</u>	<u>Architect – Exhibit H</u>
<u>§ 4.1.1.23 Commissioning</u>	<u>Architect – Exhibit K</u>
<u>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</u>	<u>NP</u>
<u>§ 4.1.1.25 Fast-track design services</u>	<u>NP</u>
<u>§ 4.1.1.26 Multiple bid packages</u>	<u>NP</u>
<u>§ 4.1.1.27 Historic preservation</u>	<u>NP</u>
<u>§ 4.1.1.28 Furniture, furnishings, and equipment design</u>	<u>Architect – Exhibit L</u>
<u>§ 4.1.1.29 Texas Accessibility Standards</u>	<u>Architect – Exhibit G</u>
<u>§ 4.1.1.30 Geotechnical Engineering Services</u>	<u>Owner</u>

<del>§ 4.1.1.31</del> Environmental Phase 1 Site Analysis	<u>Owner</u>
<del>§ 4.1.1.32</del> Cultural Resources Surveys	<u>Owner</u>
<del>§ 4.1.1.33</del> Natural Resources Survey	<u>Owner</u>
<del>§ 4.1.1.30</del> Site Platting/Survey Services	Architect – Exhibit F

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<del>§ 4.1.1.1</del> Programming	
<del>§ 4.1.1.2</del> Multiple preliminary designs	
<del>§ 4.1.1.3</del> Measured drawings	
<del>§ 4.1.1.4</del> Existing facilities surveys	
<del>§ 4.1.1.5</del> Site evaluation and planning	
<del>§ 4.1.1.6</del> Building Information Model management responsibilities	
<del>§ 4.1.1.7</del> Development of Building Information Models for post construction use	
<del>§ 4.1.1.8</del> Civil engineering	
<del>§ 4.1.1.9</del> Landscape design	
<del>§ 4.1.1.10</del> Architectural interior design	
<del>§ 4.1.1.11</del> Value analysis	
<del>§ 4.1.1.12</del> Detailed cost estimating beyond that required in Section 6.3	
<del>§ 4.1.1.13</del> On-site project representation	
<del>§ 4.1.1.14</del> Conformed documents for construction	
<del>§ 4.1.1.15</del> As designed record drawings	
<del>§ 4.1.1.16</del> As constructed record drawings	
<del>§ 4.1.1.17</del> Post occupancy evaluation	
<del>§ 4.1.1.18</del> Facility support services	
<del>§ 4.1.1.19</del> Tenant-related services	
<del>§ 4.1.1.20</del> Architect's coordination of the Owner's consultants	
<del>§ 4.1.1.21</del> Telecommunications/data design	
<del>§ 4.1.1.22</del> Security evaluation and planning	
<del>§ 4.1.1.23</del> Commissioning	
<del>§ 4.1.1.24</del> Sustainable Project Services pursuant to Section 4.1.3	
<del>§ 4.1.1.25</del> Fast track design services	
<del>§ 4.1.1.26</del> Multiple bid packages	
<del>§ 4.1.1.27</del> Historic preservation	
<del>§ 4.1.1.28</del> Furniture, furnishings, and equipment design	
<del>§ 4.1.1.29</del> Other services provided by specialty Consultants	
<del>§ 4.1.1.30</del> Other Supplemental Services	

...

#### § 4.1.2 Description of Supplemental Services

...

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

...

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

...

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

...

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

...

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## PAGE 12

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

...

~~.1— Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~

...

~~.2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

...

~~.3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

...

~~.4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~

...

~~.5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

...

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

...

~~.1 — ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~

...

~~.2 — ( ) visits to the site by the Architect during construction~~

...

~~.3 — ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

...

~~.4 — ( ) inspections for any portion of the Work to determine final completion.~~

...

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within ( 14 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Reference Exhibit C.

#### PAGE 13

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

#### PAGE 16

~~[ ] — Arbitration pursuant to Section 8.3 of this Agreement~~

...

[ X ] Litigation in a court of competent jurisdiction

...

~~[ ] — Other: (Specify)~~



...

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

...

### **§ 8.3 Arbitration**

...

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

...

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

...

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

### **§ 8.3.4 Consolidation or Joinder**

...

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an



~~additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

## PAGE 17

~~.1 Termination Fee:~~

...

~~.2~~ .1 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

10% of Basic Services Fees earned as of the date of termination.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

## PAGE 18

~~.1 Stipulated Sum~~

...

*(Insert amount)*

...

~~.2 Percentage Basis~~

...

*(Insert percentage value)*

...

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

...

~~.3 Other~~

## PAGE 19

*(Describe the method of compensation)*

...

Reference Exhibit C.

...

Reference Exhibit C

...

Sum mutually agreed upon by both parties.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( %), or as follows: 10%.

...

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Reference Exhibit C.

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

...

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

Reference Exhibit M

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

PAGE 20

~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

...

~~.12—Other similar Project-related expenditures.~~

...

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

...

**§ 11.9 Architect's Insurance.** ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

...

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

...

#### **§ 11.10.1 Initial Payments**

...

**§ 11.10.1.1** ~~An initial payment of (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

...

**§ 11.10.1.2** ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

...

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

*(Insert rate of monthly or annual interest agreed upon.)*

...

%-

...

#### **Reference Exhibit B**

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**User Notes:**

(3B9ADA51)

~~.2AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

*(Insert the date of the E203 2013 incorporated into this agreement.)*

...

Exhibits

...

Exhibit A – Initial Information

...

Exhibit B – Special Terms and Conditions

...

Exhibit C – Services and Compensation

...

Exhibit D – Structural Engineering Services

...

Exhibit E – MEP Engineering Services

...

Exhibit F – Civil Engineering Services

...

Exhibit G – Accessibility Consulting Services

...

Exhibit H – Technology Services

...

Exhibit J – Landscape Design Services

...

Exhibit K – Commissioning Services

...

Exhibit L – Interior Design and Furniture Design Services

...

Exhibit M – Hourly Billing Rates

...

Exhibit N – Certificate of Liability Insurance

...

∴

...

~~3~~ Exhibits:

...

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

...

~~[ ] Other Exhibits incorporated into this Agreement:~~

...

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

...

~~4~~ Other documents:

...

~~(List other documents, if any, forming part of the Agreement.)~~

...

---

~~(Printed~~ Printed name and title)

---

Stephen Springs, AIA Senior Principal  
(Printed name, title, and license number, if required)



## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Harold E. Sargent, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:15:45 ET on 01/02/2019 under Order No. 8278860175 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## **EXHIBIT A**

### **Keller Senior Activities Center**

#### **Project Information**

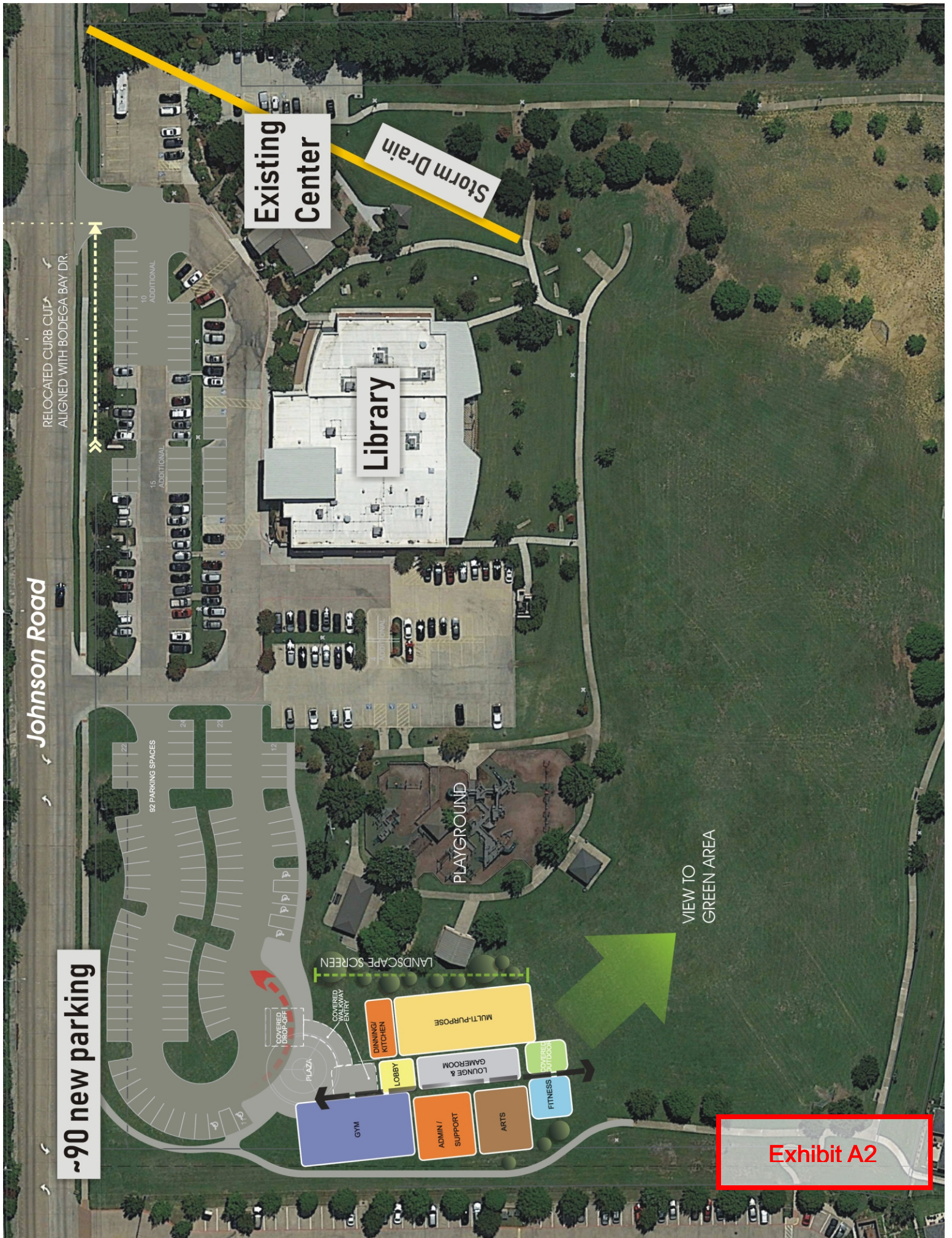
- |    |                      |
|----|----------------------|
| A1 | Program Summary      |
| A2 | Site Conceptual Plan |
| A3 | Project Schedule     |
| A4 | Project Budget       |

## Keller Senior Activity Center Study

## Program of Spaces

Space	Area	Subtotal (Proposed)	Capacity	Potential programming options & uses
<b>A Public Spaces</b>		<b>17149</b>		
Large Multipurpose Flex (divisible x3)	2610		40 - 300	Special events / fairs
Storage	400			Meal serving
				Socials / wellness / fairs
				Bingo / mobile gaming & tourney
				Music / movies / presentations
Dining / gaming	500		20 - 50	Meal programs
Kitchen	275			Nutrition & cooking classes
Pantry	200			
Fitness	1000		50	Cardio / weights
Group Exercise	0			
Storage	0			
Classroom	400		20 - 45	Various classes
Storage	80			Lecture style and hands on
Arts & Crafts	1000		30-50	Painting / crafts / maker space
Storage	160			
Kiln	80			Ceramics
Pottery wheel & storage	0			
Billiard/Game room	1000			Fixed gaming
Lounge ("living room")	800		50	Study / puzzles / etc.
Lobby	300		20	Library / Senior Store
Outdoor patio	800		50	Social
Senior store (display case)	50			
Active multi-purpose room	6864		450	Court sports
Seating	130			Group exercise / yoga / martial arts
Storage	500			Dance / "Ageless Grace"
<b>B Administrative</b>		<b>990</b>		
Individual Office	240		3	Full time staff
Open offices	240		2 - 5	PT staff & volunteers
Work / break room	200			
Staff toilet	60			
Conference	250		8 - 10	
<b>C Storage</b>		<b>400</b>		
Central Storage	300			
Janitorial	100			
<b>D Support</b>		<b>1120</b>		
Public Toilets	700			Multi-stall, ADA-compliant
Control desk	60			
Data room	80			
Electrical	80			
Mechanical	100			
Laundry	100			
<b>Subtotal (net)</b>		<b>19,659</b>		
Circulation Factor	18.0%	3539		Walls, corridors, etc.
<b>Total area</b>		<b>23,198</b>		





~90 new parking

Johnson Road

RELOCATED CURB CUT  
ALIGNED WITH BODEGA BAY DR.

Existing  
Center

Library

Storm Drain

PLAYGROUND

VIEW TO  
GREEN AREA

LANDSCAPE SCREEN

COVERED  
DROP-OFF

PLAZA

COVERED  
WALKWAY  
ENTRY

DINING/  
KITCHEN

LOBBY

LOUNGE &  
GAMEROOM

MULTI-PURPOSE

COVERED  
OUTDOOR

FITNESS

ARTS

ADMIN /  
SUPPORT

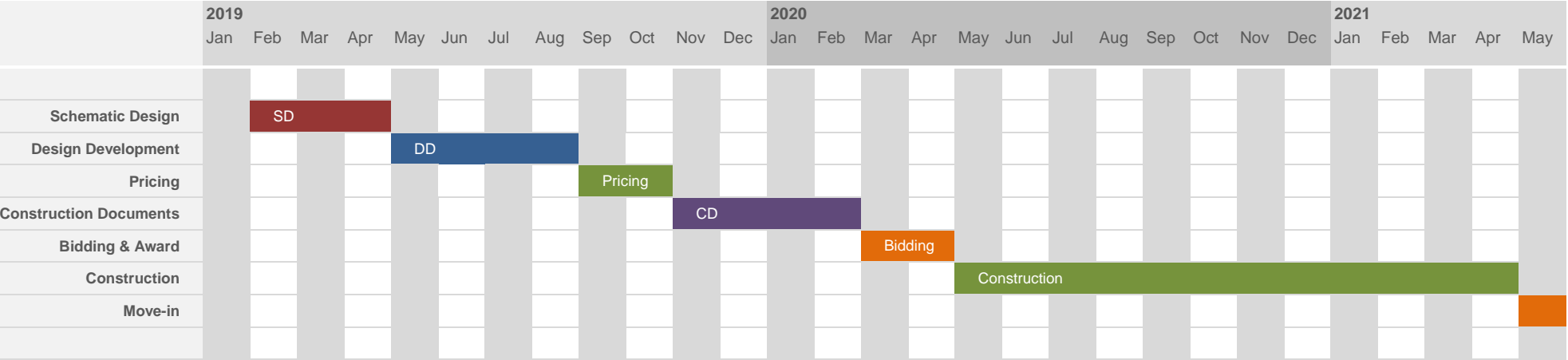
GYM

Exhibit A2



**Exhibit A3**  
**Keller Senior Activities Center**  
**Project Schedule**

Start Date: 1/15/2019





**EXHIBIT A4**  
**Keller Senior Activities Center**  
Project Budget  
1/4/2019

	Study 8/2018	Concept 1/4/2019		
<b>Land Cost</b>				
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	Note A	Note A: City-owned site
<b>Construction</b>				Note B: Not required
Building Construction	\$6,674,400	\$6,674,400	Note C	Note C: Based on 22,248 S.F. @ \$300/S.F.
Site Demolition	\$75,000	\$75,000		Note D: 90 car parking and new drive
Parking / Site Development	\$380,000	\$380,000	Note D	Note E: 10% of building construction cost
Landscape / Irrigation	\$100,000	\$100,000		Note F: Project Schedule
I.T. Backbone/Cabling	\$60,000	\$60,000		Start design 2/1/19
Access Control, Security	\$40,000	\$40,000		Bid 4/1/2020
Reconstruct outdoor basketball court	\$0	\$0	Note G	Occupancy 6/1/2021
Reconstruct outdoor volleyball court	\$0	\$0	Note G	Note G: Excluded from project budget
Add lighting and fencing to courts	\$0	\$0	Note G	Note H: City does not anticipate a cost impact
Contingency	\$667,440	\$667,440	Note E	Note J: Scope unknown
<b>Total</b>	<b>\$7,996,840</b>	<b>\$7,996,840</b>	Note F	Note K: Based on 22,000 S.F. @ \$7/S.F.
<b>City Budgets</b>				Note L: Based on 22,000 S.F. @ \$3/S.F.
Fiber to site	\$0	\$0	Note H	Note M: Placeholder adjustment
Off site utilities	\$0	\$0	Note H	Note N: Provided by CMAR
Impact Fees	\$0	\$0	Note H	Note P: Based on 1,000 S.F. @ \$65/S.F.
Permit Fees	\$0	\$0	Note H	Note Q: Final Contract
Electrical Service Franchise Fee	\$40,000	\$40,000	Note J,R	Note R: Budget allowance
Geotechnical Report	\$12,000	\$12,000	Note R	
Construction Materials Testing	\$45,600	\$45,600	Note R	
Existing Building Environmental Survey/Abatement	\$0	\$0	Note B	
Miscellaneous Start Up Costs	\$15,000	\$15,000	Note R	
Owner Contingency	\$239,906	\$175,000	Note M	
<b>Total</b>	<b>\$352,506</b>	<b>\$287,600</b>		
<b>FF&amp;E</b>				
Furniture	\$154,000	\$154,000	Note K	
Fitness equipment	\$65,000	\$65,000	Note P	
Kitchen equip	\$45,000	\$45,000	Note R	
Camera allowance	\$60,000	\$60,000	Note R	
I.T. Equip	\$45,000	\$45,000	Note R	
Audio / Visual equipment	\$66,000	\$66,000	Notes L,R	
Arts & Crafts equipment	\$50,000	\$20,000	Note R	
Software licensing	\$0	\$0	Note G	
<b>Total</b>	<b>\$485,000</b>	<b>\$455,000</b>		
<b>Professional Services</b>				
Architectural, Structural & MEP design	\$692,821	\$639,747	Note Q	
Structural floor slab (if required)	\$0	\$8,000	Note Q	
Commissioning (code minimum)	\$25,000	\$10,500	Note Q	
Civil Engineering	\$30,000	\$42,000	Note Q	
Drainage Study	\$20,000	\$16,000	Note Q	
Survey	\$20,000	\$12,500	Note Q	
Platting (if required)	\$12,500	\$7,000	Note Q	
Landscape & Irrigation Design		\$9,200	Note Q	
Technology Design	\$35,000	\$28,000	Note Q	
Audio / Visual Design			Note G	
Security Design			Note G	
Cost Estimating			Note N	
Accessibility Consulting	\$1,600	\$1,600	Note Q	
FF & E / Interior Design		\$34,980	Note Q	
Record Documents		\$7,000	Note Q	
Reimbursable costs		\$16,000	Note Q	
<b>Total</b>	<b>\$836,921</b>	<b>\$832,527</b>		
<b>Total Project Costs</b>	<b>\$9,671,267</b>	<b>\$9,571,967</b>	Note F	

## **EXHIBIT B**

### **KELLER SENIOR ACTIVITES CENTER**

#### **ARTICLE 12**

#### **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.

##### **12.3 ADA COMPLIANCE**

The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect will endeavor to achieve compliance with the ADA, using its best judgment and approvals of available Consultants and Government Officials.

##### **12.4 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.

##### **12.5 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.

## **12.6 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.

## **12.7 SPECIAL INSPECTIONS**

A 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 CERTIFICATIONS**

Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in Architect having to certify the existence of conditions whose existence the Architect cannot ascertain. Any certificate will state that it is based on the best of the Architect’s knowledge, information and belief.

## **12.9 STATUTES OF LIMITATION AND REPOSE**

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 statutes 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 statutes of limitations commence to run any later than the date when the Architect’s Services are substantially completed.

## EXHIBIT C

### KELLER SENIOR ACTIVITIES CENTER

#### ARTICLE 11

#### SERVICES AND COMPENSATION

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

##### **11.1** BASIC A/E SERVICES: FEE \$692,926

Architectural, Structural Engineering (reference Exhibit D), and Mechanical, Electrical and Plumbing Engineering (reference Exhibit E) Services. Fees to be billed monthly by percent complete of each phase as follows:

Schematic Design Phase	20%
Design Development	30%
Construction Document Phase	25%
Bidding Phase	5%
Construction Administration Phase	20%
Total	100%

The initial building construction budget is set at \$7,996,840 for contractual purposes. Basic services fee represents 8.0% of construction budget. This budget may be adjusted from time to time by Owner authorization. Should the Owner authorized construction budget increase at the completion of the Design Development phase, Architect will receive a fee adjustment equal to 8.0% of budget increase. The Architect will receive no adjustment in the fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 12 months (Ref. Exhibit A3). Project meetings will occur every 2 weeks. Should construction proceed beyond 14 months, through no fault of the Architect, the Architect reserves the right to seek additional services based upon a per month fee of \$9,900.

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

##### 1. Civil Off-Site Services

No Off-Site services are anticipated at this site.

##### 2. Civil Engineering On-Site Services: Fee \$77,500

Services include grading, drainage study and design, site utilities, paving and dimensional control, erosion control, specifications, survey, platting and construction administration (Reference Exhibit F).

##### 3. Accessibility Consulting Services: Fee \$1,600

Review of project to meet Texas Accessibility Standards (TAS). 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. (Reference Exhibit G).

##### 4. Technology Systems Design Services: Fee \$28,000

Design of Owner Communications Infrastructure. Design of video surveillance, electronic security systems. Audio/Visual consultation. (Reference Exhibit H).

5. Landscape Design Services: Fee \$9,200  
Complete landscape and irrigation system design. (Ref. Exhibit J).
6. Building Commissioning Services: Fee \$10,500  
Commissioning of building HVAC systems including coordination of Owner training. (Reference Exhibit K).
7. Interior Design and Furniture Selection/Procurement Services: Fee \$34,980  
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (22,000 S.F. @ .75/S.F – \$16,500). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list. (12% of \$154,000 Budget - \$18,480). (Reference Exhibit L).
8. Cost Estimating Services: Fee \$0  
Estimating to be provided by Construction Manager At Risk (CMAR).
9. Record Drawings: Fee \$7,000  
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. Reference Exhibit B12.6
10. Structural: Fee \$8,000  
Structural slabs on grade.

#### **11.2.1 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.

#### **11.3 REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$16,000**

Project related expenses as outlined in Article 11.8. All 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 CMAR and subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

#### **11.4 FEE SUMMARY**

A. Basic Services	\$ 639,747	
B. Supplementary Services	<u>\$ 176,780</u>	
<i>Total Professional Services</i>		<i>\$ 816,527</i>
C. Reimbursable Budget		<u>\$ 16,000</u>
<b>Total Contract</b>		<b>\$832,527</b>

#### **11.5 SCOPE OF WORK ASSUMPTIONS**

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





# L.A. FUESS PARTNERS

## Structural Engineers

### Proposal for Professional Engineering Services

**To:** Stephen Springs, AIA  
Brinkley Sargent Wiginton Architects  
5000 Quorum Drive  
Suite 600  
Dallas, TX 75254

**Date:** December 11, 2018

**Project:** Keller Senior Center  
Keller, Texas

#### PROJECT DESCRIPTION

Senior Activity Center

- 23,198 gsf
- One-story steel and or masonry framed
- Construction budget of \$6.67M + 10% contingency

#### BASIC SERVICES

Structural Engineering services described as follows:

##### Schematic Design

- Prepare preliminary roof framing plan for typical conditions
- Assist soliciting and evaluating proposals for geotechnical report
- Consult regarding design criteria (floor loading, code requirements, etc.) and project delivery schedule
- Attend design meeting

##### Design Development

- Prepare structural plans, typical details and wall sections of the selected structural system
- Prepare draft specifications
- Consult regarding geotechnical recommendations and impact on the project; evaluate geotechnical recommendations for foundation design and coordinate with the geotechnical consultant
- Consult regarding fire resistance requirements and their impact on structural systems
- Attend design meetings

##### Construction Documents

- Prepare designs and drawings for bidding and construction of the primary structural system and foundation
- Assist with details and specifications of architectural components (exterior walls, suspended room dividers) - excluding curtainwall design
- Prepare structural specifications and assist with related architectural sections such as earthwork, masonry, miscellaneous metals, etc.
- Coordinate structural documents with architectural documents and other engineering disciplines based on information provided
- Attend design meetings

##### Bidding/Contract Negotiation

- Prepare structural addenda as necessary
- Respond to questions from bidders

##### Construction Administration

- Interpret or clarify documents during construction
- Review required structural submittals for conformance to contract documents
- Review and evaluate material tests and inspection reports
- Periodic conformance review during structural construction (Basic Services include up to 3 trips to site).



# L.A. FUESS PARTNERS

## Structural Engineers

### Services Excluded

- Design of curtainwall systems
- Design of cold-formed metal framing
- Geotechnical engineering and inspection of related aspects of construction (e.g., backfill, soil compaction, pier drilling, foundations)
- Construction cost estimating
- Construction related services (e.g., earth retention systems, concrete shoring systems, temporary bracing of steel frames)
- Inspection or supervision of construction
- Review of construction submittals other than those required by the contract for construction
- Services relating to permitting of work for construction
- Verification of existing conditions, materials and dimensions of existing structures

### FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

**STIPULATED SUM BASIS = \$50,000.00\***

\*Fee assumes slab-on-grade. If ground floor is structured, fee increases to **\$58,000.00**

Fees will be invoiced monthly based on estimated completion by contract phase:

Phase	PERCENTAGE
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	45%
Bidding Phase	5%
Construction Phase	20%

### REIMBURSABLE EXPENSES

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

Item	ESTIMATED AMOUNT
Printing & Copying (1)	\$0.00
Auto Expenses (@ IRS Standard Rate per Mile)	\$150.00
Courier/Expressage Charges	\$0.00
<b>Total Estimated Reimbursable Expenses</b>	<b>\$150.00</b>

### NOTES:

- 1) Special note regarding printing:
  - o Proposal includes providing progress drawings, permit drawings and drawings for construction. This can be in electronic format (PDF, for example) or bond prints, at Client's option.
  - o Any other printing requested of LAFP will be a reimbursable expense.

### QUALIFICATIONS

- Client to provide subsoil investigation and professional geotechnical engineering recommendations for design of foundations, slabs supported on soil, subsoil drainage and earth-retaining walls.
- Proposal does not include design of site structures (e.g., paving, stairs, site walls, retaining walls, bridges, shade structures, arbors) located outside of building perimeter.
- Proposal does not include design of landscape structures.
- Revit BIM software may be used as tool for production of Construction Documents. Proposal includes conventional exchange of structural plans, sections, and details for document coordination and construction purposes. Progress copies of Revit model may be provided to design team for reference



# L.A. FUESS PARTNERS

## Structural Engineers

during coordination. Copy of "as is" Revit model may also be made available for contractor use upon receipt of executed L.A. Fuess Partners' Electronic File Waiver & Indemnification Agreement. L.A. Fuess Partners Inc. retains ownership rights to and control of structural Revit model.

- Proposal does not include issue of early-release structural documents (for bidding or construction of foundation or superstructure prior to release of complete project documents).
- Proposal does not include printing for Owner, city or contractor review, or for permitting or construction.
- This proposal is based on the duties and responsibilities of both Engineer and Architect defined in the AIA standard contract Documents C401, and as expanded or modified under "Scope of Services".

### ADDITIONAL SERVICES

Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

- Employees Table of employee rates available on request.
- Expenses 1.00 times cost.

### CONTRACT FORM

AIA Document C-401, or equivalent. In lieu of an executed contract, this proposal will serve as the interim agreement for professional services.

### DURATION

This proposal is valid for a period of 6 months from the date that the proposal was made and signed below.

### - END OF PROPOSAL -

**PROPOSAL MADE BY:**

**PROPOSAL ACCEPTED BY:**

*Ann E. Piazza*

Ann Piazza, PE  
Principal

**L.A. FUESS PARTNERS** Structural Engineers

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)



ME Engineers, Inc.  
14143 Denver West Pkwy, Suite 300  
Golden CO 80401  
Office: 303 421 6655  
me-engineers.com

January 7, 2019

Mr. Stephen Springs  
5000 Quorum, Suite 600  
Dallas, TX 75254

**RE: Keller Senior Activities Center – MEPT Proposal**

Dear Stephen:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects (“Architect”) for mechanical and electrical engineering services for the new Senior Activities Center in Keller, TX. We propose the following services for your consideration:

**PROJECT DESCRIPTION**

The project is a new building to be constructed for the City of Keller. The facility is a total of 23,000 SF consisting of gymnasium, arts spaces, multipurpose rooms, and fitness area.

**GENERAL SCOPE OF WORK**

1. Heating, ventilating, and air conditioning, including the design of a digital building automation system.
2. Plumbing design including water, sanitary sewer, storm and natural gas systems. Plumbing fixtures will be scheduled and utilities will be designed to within 5'-0" of the building for coordination with the Civil Engineer.
3. Fire sprinkler/standpipe systems will be designed via a performance specification and will be bid to licensed fire protection contractors. Fire protection design will include sizing of the main service line and entry, scheduling of the fire pump (if applicable), coordination of main distribution piping, and review of shop drawings and hydraulic calculations (deferred submittal) during Construction Administration. The selected Fire Protection Contractor will be the “Engineer of Record.”
4. Electrical design including normal power, emergency power, mechanical equipment power, equipment room layouts, receptacle layouts and circuiting. Power requirement coordination with low-voltage system(s) consultant(s). Refer to Optional Services for ‘Technology Services’ design.
5. Lighting design including interior lighting, exit/egress design, façade lighting, parking lot lighting, circuitry, lighting controls, and fixture schedules.
6. Fire alarm system will be designed via a performance specification with general device layouts shown on plans.
7. If required by AHJ, prepare prescriptive energy code compliance documentation (COMcheck or equivalent). Envelope construction information and surface areas will be provided to ME Engineers by the Architect for energy code compliance verification. As Architect of Record, Architect will seal the relevant sections of the energy code compliance statement. If required, an energy model can be provided for energy code compliance; however that Work is subject to an additional service fee.
8. Production in Revit software in accordance with, and per the limits established by, Exhibit A, “ME Engineers’ BIM Protocols.”

**SCHEMATIC DESIGN PHASE**

1. Meet with the architect and design team to fully understand the schedule, scope of our work, design goals, and construction budget.
2. Review alternative systems, which may include sketches for pricing purposes along with a list of advantages and disadvantages. This may include an evaluation of available utilities and existing conditions.
3. Attend necessary conferences and be available for general consultation.

4. Prepare drawings, which will include schematic diagrams, approximate space requirements, and indicate preliminary equipment for the mechanical, electrical, fire protection, plumbing and specialty systems.
5. Prepare brief narrative which may include a written system description to establish the scope of work and aid in pricing by others.
6. Develop design criteria for the MEP systems to be used for Architect and Owner's review and approval.
7. Review independent contractor's budget estimates.

#### **DESIGN DEVELOPMENT PHASE**

1. Continue to meet with the Architect, other consultants, and Owner to fully define the nature and scope of work for this part of the project.
2. Meet with representatives from The Building and Fire Departments to determine Code Requirements for the facility. Coordinate with Code Consultant (if applicable) to fully understand unique code implications.
3. Meet with utility providers to understand design requirements, processes, and schedule.
4. Prepare documents to establish and describe the systems to be used in the project based on the results of the schematic design phase. This will include defining materials, major equipment, schedules and approximate space requirements. General system layouts will be developed for coordination with other disciplines.
5. Prepare a draft specification representative of the final specification for the project. This will include relevant sections of our master specification and an initial edit.
6. Review independent contractor's budget estimates.

#### **CONSTRUCTION DOCUMENT PHASE**

1. Plans and specifications will be finalized during this phase for competitive bidding of the MEP systems. The plans will be computerized using Revit 2018 or higher. The specifications will be in standard CSI format for inclusion in a project manual.
2. ME Engineer's personnel will attend meetings with the design/construct team during this phase to support the project.
3. Analyze site and utility data furnished by the Civil Engineer. Coordinate data with utility companies, Architect, and other consultants.
4. Present and review plans and specifications at intermediate completion levels with team to verify Owner's required criteria, details and systems are in compliance.
5. Assist Architect and other consultants in coordinating the MEP work with other divisions of the design documents.
6. Review independent contractor's budget estimates.

#### **BIDDING AND NEGOTIATION PHASE**

1. Make recommendations to Architect and Owner regarding the bids or proposals received.
2. Answer questions and assist in the preparation of addenda deemed necessary by Architect.

#### **CONSTRUCTION ADMINISTRATION PHASE**

1. Review of shop drawings, manufacturer's submitted data, and samples furnished by the contractor.
2. Furnish interpretation of the construction documents as requested by Architect to resolve construction and interference conflicts.
3. Conduct up to 16 site visits during this phase to observe and report on general compliance with the engineering design documents. After each visit, provide a written report to Architect stating observations regarding compliance with the Contract Documents.
4. Perform a final observation and prepare a checklist of deficiencies or omissions observed.
5. Review of warranties and related documents required by the Contract Documents and assembled by the Contractor.



### **EXCLUSIONS**

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

1. Preparation of documents for multiple bid packages or accommodate bid alternates.
2. Participation in Value Engineering meetings and/or redesigns after the Construction Documents phase has begun.
3. Computerized analysis of building operations for purposes of comparing system types, projecting system or operation cost, projecting system payback, LEED certification, or Energy Code compliance documentation.
4. Site utilities design beyond 5'-0" of the building.
5. Acoustical and or vibration analysis or design.
6. Specialty lighting design and digital renderings.
7. Solar studies including daylighting evaluation, glare studies, calculations, modeling or simulations.
8. Humidification system design.
9. Design of the following Technology Systems are excluded but can be provided as an alternate service: (Refer to Optional Additional Services)
  - a. Emergency Responder Radio System (ERRS)
  - b. Telecommunications infrastructure
  - c. Telephone System
  - d. Cellular Distributed Antenna System (DAS)
  - e. Data Network and Wireless (Wi-Fi)
  - f. Security System
  - g. Public Address System
  - h. Distributed Television System
  - i. Specialty Audio/Visual Systems
  - j. Computers, Servers, and Office Equipment
10. Attendance at weekly project meetings during construction.
11. Load readings on existing electrical systems.
12. Commissioning of mechanical or electrical systems. This can be provided for additional fee.
13. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.
14. Using CAD/Revit standards or layering strategy, project specifications or design standards other than ME Engineers, Inc. in-house standards.
15. Off-site utility provider study and analysis.
16. Underdrain, perimeter drain, and other foundation drainage systems.
17. Work associated with Green Building Rating/Certification System Efforts. See Optional Services.

### **FEE PROPOSAL**

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

Lump Sum Fee:

Schematic Design .....	\$14,000
Design Development.....	\$18,000
Construction Documents.....	\$30,000
Construction Administration .....	\$13,000
As-Built Documentation .....	\$2,000
Total	\$77,000

### **FEE CONDITIONS**

1. Additional Services  
For any additional services not included above, a lump sum fee will be negotiated or we will be compensated on a time basis at our prevailing hourly rate schedule.
2. Reimbursables  
Reimbursable expenses will be billed monthly at cost for the following: Long-distance telephone calls; travel costs to the site, including transportation and subsistence; messenger service;

express mail; printing costs (except for the normal exchange of drawings during design) for distribution of plans and electronic submittal record copies.

3. Schedule and Continuity

Fees are based on the assumption that the project will run without interruption and is scheduled for DESIGN completion on or before December 2019. If there are extended delays beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation.

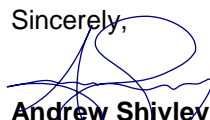
**TERMS AND CONDITIONS**

(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 Shivley, P.E.**  
**Principal**

**M-E ENGINEERS INC, a Colorado Corporation,  
doing business as ME Engineers**

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Brinkley Sargent Wiginton Architects**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ME ENGINEERS, INC.  
HOURLY RATE SCHEDULE – 2019**

**DALLAS OFFICE**

Principal	\$240/hr
Sr. Associate	\$210/hr
Associate	\$195/hr
Senior Project Manager	\$185/hr
Project Manager	\$170/hr
Project Engineer	\$140/hr
Designer	\$130/hr
CAD Operator	\$105/hr
Administrative Staff	\$100/hr

## ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

### Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

### Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

### Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

#### LOD 100

**Model Content Requirements.** Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

**Authorized Uses.** The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

**Application.** An LOD 100 model will apply to Concept Design and Schematic Design phases.

#### LOD 200:

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 200 model will apply to the Design Development phase.

**LOD 300:**

**Model Content Requirements.** Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

**Authorized Uses.** The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

**Application.** An LOD 300 model will apply to the Contract Document phase.

**LOD 400:**

**Model Content Requirements.** Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

**Authorized Uses.** The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

**Application.** An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

**LOD 500:**

**Model Content Requirements.** Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

**Authorized Uses.** The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

**Application.** An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

**Clash Detection:**

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

**Availability of Model:**

The model will be made available subject to the Terms of the Prime Agreement.

**Contractor's Role:**

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

**Integrated Project Teams:**

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

**Ownership of Documents:**

The model, and 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, Inc.

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## **ME ENGINEERS' TERMS AND CONDITIONS**

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

ME Engineers, Inc. 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 **\$500,000**. 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, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. 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.



**AUTHORIZATION FOR PROFESSIONAL SERVICES**

**PROJECT NAME:** New Keller Senior Center  
at Johnson Park  
Keller, Texas

**TNP PROJECT NUMBER:** BRK \_\_\_\_\_

**CLIENT:** Brinkley Sargent Wiginton Architects  
Attn: Stephen Springs

**ADDRESS:** 5000 Quorum, Suite 600  
Dallas, Texas 75254

Brinkley Sargent Wiginton Architects (CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (CONSULTANT) to perform the following services:

**Article I****SCOPE OF BASIC SERVICES:**

Provide Civil Engineering, Landscape Architectural and Surveying Services for on-site improvements. A detailed scope of services is included as Attachment 'A' and is made a part hereto.

**Article II**

**COMPENSATION** to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

**SURVEYING SERVICES:**

**Boundary Survey:** Two Thousand Five Hundred Dollars (\$2,500);  
**Topographic Design Survey:** Twelve Thousand Five Hundred Dollars (\$12,500);  
**ROW Vacation Exhibits (If Required):** Two Thousand Five Hundred Dollars (\$2,500);  
**Replat (If Required):** Seven Thousand Dollars (\$7,000)

**CIVIL ENGINEERING SERVICES:**

**Onsite Engineering Design (DD, CD, and Bidding Phases):** Thirty-Eight Thousand Dollars (\$38,000);  
**Drainage Study:** Eight Thousand Dollars (\$8,000);  
**Detention Pond Design (If Required):** Eight Thousand Dollars (\$8,000);  
**Construction Phase Services:** Four Thousand Dollars (\$4,000);

CIVIL ENGINEERING SERVICES (referred to herein as **BASIC SERVICES**) are outlined in **Attachment "A"**. Surveying services are covered under a separate agreement.

2. **REIMBURSABLE EXPENSES: REIMBURSABLE EXPENSES** will consist of printing, reproduction, CAD plotting costs, delivery charges, mileage, parking fees, submittal fees, and application fees. Standard reimbursable expenses are outlined in Attachment "D".
  
3. **ADDITIONAL SERVICES: ADDITIONAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined. **ADDITIONAL SERVICES** shall include, but shall not be limited to:
  - a.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
  - b.) Environmental Assessments;
  - c.) Property Rezoning;
  - d.) Abstract Services or Easement Research;
  - e.) Preparation of Easements;
  - f.) Variances, SUP, or Zoning Site Plan;
  - g.) Preparation of Encroachment or Access Agreement;
  - h.) Variance request;
  - i.) Attending P&Z and/or City Council meetings not identified in scope;
  - j.) Public Street Improvements;
  - k.) Franchise Utility Extensions or Relocations;
  - l.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
  - m.) Water or Sanitary Sewer Study;
  - n.) Pump or Lift Station Design;
  - o.) Screen Wall Design;
  - p.) Structural Retaining Walls;
  - q.) Site Lighting and/or Electrical Design;
  - r.) Trips and meetings beyond a 50-mile radius of Fort Worth;
  - s.) Traffic Impact Analysis (TIA), or other engineering traffic studies;
  - t.) Sub Surface Utility Engineering (SUE);
  - u.) LEED Certification Design;
  - v.) Landscape Architecture

**ADDITIONAL SERVICES** shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

4. **PAYMENT TERMS:** CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

### **Article III**

**SCHEDULE:** The proposed services shall begin within 5 working days of authorization to proceed.

#### Article IV

**CONTRACT PROVISIONS:** Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until an executed copy of this contract is received by CONSULTANT. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT for the services indicated.

Approved by CLIENT:

**Brinkley Sargent Wiginton Architects**

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

*Tom Rutledge*

Tom Rutledge

\_\_\_\_\_

Title:

Principal

\_\_\_\_\_

Date:

January 04, 2018

\_\_\_\_\_

## **ATTACHMENT 'A'**

### **ITEMIZED SCOPE OF SERVICES**

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services (**BASIC SERVICES**) necessary for the development of the project.

#### **Project Description**

The preliminary site layout (Exhibit E), provided by the Client, proposes to construct a new 23,000 SF building in the northwest corner of Johnson Park. The project also consists of a new parking lot north of the proposed building, relocating the existing drive approach north of the library to align with Bodega Bay Drive and modify the existing parking lot in front of the library to provide additional parking. The net parking increase is approximately 90 spaces.

At each phase of work, the Engineer will provide the design of private improvements for grading, drainage, site paving, water and sanitary sewer necessary to support the new building structure and site improvements. The current scope is for the design of private improvements only. If, during the course of the design phase, it is identified that public road improvements, public drainage improvements, or other public utility improvements are necessary and require engineered plans, then a separate fee will be provided at that time. The engineer will coordinate his efforts with the architect, other consultants, and the owner as necessary.

1. The Scope of services will include the development and preparation of Civil Engineering documents from Design Development Documents (DD) through Construction Documents (CD). The Engineer will work from Client approved Schematic Design Development (SD) Plans, prepared by the Architect.
  - A. A boundary survey and topographic design survey is being prepared under this contract and will be used as the bases for the design. Replat to be represented before City Council.
  - B. Geotechnical services will be provided by the Owner; the recommendations of the report for the paving section(s) will be the bases for the final pavement design.
  - C. Filing fees, if applicable, will be paid by the Owner.
  - D. Owner will provide or make available all record drawings of existing facilities.
2. All work will be designed and prepared utilizing AutoCAD 2018 (Civil 3D) software or translated as required. Plans will be prepared under the guidance and direction of the Architect for incorporation into the Construction Documents.
3. The following services will be provided utilizing an approved digital base plan issued by the Architect. The plans shall include the existing and proposed improvements with in the project limits and clearly define the limits of the scope of work:
  - A. Site Plan (Building Permit / Staff Approval Only)
  - B. Dimensional (Horizontal) Control Plan
  - C. Site Demolition Plan
  - D. Grading Plan
  - E. Drainage Area Map and Onsite Storm Drain Plans
  - F. Onsite Private Water and Sanitary Sewer Plans
  - G. Onsite Paving Plan
  - H. Onsite Erosion Control Plan
  - I. Details
  - J. Specifications

4. Civil Engineering Consultant will develop and prepare Construction Documents sufficient for permitting and construction of onsite improvements. The City of Keller requires plans to be prepared and submitted on 22"x34" sheets.

Site Plan: The Consultant will prepare a site plan for the proposed improvements, which will include parking and building data. The Architect will lay out the site during the schematic design phase. The consultant will take the SD phase layout beginning with the design development phase and maintain the site plan and update throughout the completion of the construction documents. The consultant will verify the fire lane coverage is adequate to comply with the Fire Code.

Dimensional Control Plan: A computer generated horizontal control plan will be prepared based on the site plan. The Architect will prepare building footprints in a digital format compatible with AutoCAD 2018 for use by Consultant. Horizontal control to be provided for all elements of the site, including building corners, stairs (not attached to the building), walks, parking, and any necessary site elements requiring precise control.

Site Demolition Plan: A site demolition plan will be prepared identifying site features to be removed and/or relocated with the coordination of the Architect and MEP consultant. The design for removal or relocation of underground utilities will be limited to sanitary sewer and storm drainage within the limits of the proposed improvements. If the utility relocation is required beyond the limits of improvement, then this service will be provided as part of an additional service agreement. Any necessary relocation of electrical, telephone, gas, or irrigation will be covered by general notes and reference to the MEP and Irrigation plans.

Grading Plan: A grading plan will be prepared showing proposed finished floor, site and paving elevations. All necessary grading contours and spot elevations will be included. The grading plan will address TAS requirements for proposed improvements only. Any retaining walls required to accommodate the elevation changes to the site will be an additional service.

Drainage Area Map & Drainage Plans: On-site storm drainage plans will be prepared in accordance with local government requirements. Plans will cover all storm drain structures and pipes necessary to provide adequate drainage for the site improvements. The design will also include any roof drain connections (if required) to within five feet (5') of the buildings and any surface inlets required to facilitate the improvements.

Water and Sanitary Sewer Plans: On-site sanitary sewer service plans will be prepared in accordance with local government requirements. Plans will cover all private extensions necessary to provide domestic service and fire sprinkler lines (if required) and sanitary sewer line to within five feet (5') of the buildings. Size of lines required for domestic water, fire water and sanitary sewer services shall be in accordance with that specified by the MEP and based on the building demands. It is assumed that all necessary public water and sanitary sewer is available at the property line. In the event that offsite extension of public facilities is required, a separate fee will be prepared for the preparation of the plans for those public improvements.

Paving Plan: A paving plan will be prepared showing areas of proposed pavement and sidewalks, along with construction details. Paving, sidewalk and stair (not attached to the building) section designs will be based on recommendations provided by the Geotechnical Engineer.

Erosion Control Plan: An erosion control plan will be prepared in accordance with local government guidelines. The successful bidder (contractor) will be required to supply and submit a formal SWPPP to the TCEQ as owner and operator of the construction project.

Civil Technical Specifications: Specifications for work under this scope will be prepared in a format acceptable to the Architect.

5. Drainage Study: The City of Keller requires a Drainage Study in the scope to determine the increase in drainage from the planned improvements and any potential impacts on downstream conditions. If it is determined that the increase in drainage from the site has a negative impact on downstream property or facilities, then on-site storm water mitigations (i.e. detentioning) may be required. The design services for such mitigation improvements (detention pond) is identified in the fee scope and will only be provided if determined to be required after the Drainage Study is complete.

6. Other Services that can be provided shall include:

Public Utility Coordination: Consultant will assist the Architect and MEP Consultant in coordination efforts with the public utility companies (electric, gas and telephone) regarding service for the project and identify easement requirements. If during the coordination process, the public utility requires the Owner/Consultant to design the extension or relocation of any public utility, than that effort will be provided as part of the additional services agreement.

Record Drawings: Upon project completion, Consultant will prepare record drawings for the Client based final design plans. If the Engineer is to prepare record drawings based upon marked-up plans provided by the contractor, then a fee can be provided for this Additional Service.

Additional Services: Additional Services are services and products that are not specifically included in this proposal. These items will be billed in accordance with the Schedule of Fees or a negotiated fee.



## **ATTACHMENT 'B'**

### **PROJECT PHASE / SCHEDULE**

The scope of services may be authorized in phases or units of work, as follows:

#### Design Development (DD) Phase

Research all utilities and their locations as they relate to the site. Identify site issues that may pertain to the site. Prepare preliminary plans for delivery to the architect. Plans will consist of sufficient detail and scope to enable the architect and/or owner to determine the impact of site improvements and develop preliminary cost for such improvements. Engineer will meet with the architect and/or owner as necessary to refine the scope or make changes as may be necessary to compliment the Architect's building design and the Owner's budget.

#### Construction Documents (CD) Phase

Once the Architect and/or Owner have approved the DD Phase Plans, preparation of the Final CD's will commence. The Engineer agrees to meet the negotiated schedule provided by the architect. The Engineer will coordinate his work as necessary to interface with other consultants on the design team. The Engineer will submit plans to the Architect at incremental stages of completion. Once final plans have been completed in accordance with the project schedule, the Engineer will deliver original plan documents with Engineer's seal and signature, sufficient for printing and distribution for bidding. It is understood that during this design phase, that only minor site plan alterations will occur as final coordination and plan preparation is completed. Should the Owner and/or Architect make alterations to the site layout in such a manner to significantly alter or change the scope, then the Engineer will be entitled to compensation as outlined in Article 11, Compensation.

#### Bidding Phase (BN)

Once final plans have been delivered to the Architect, the Engineer will provide, as necessary, any supplemental documents or information to clarify the Contract Documents. This clarification may be in the form of addendums, verbal or written response or clarification and attendance of pre-bid meeting.

#### Construction Phase (CA)

The Engineer will attend a pre-construction meeting as required by the Architect or Owner. The Engineer will review all shop drawing pertinent to the scope of work contained within the civil plans & specifications. The Engineer will provide written responses to RFI's, Change Orders or other written documents required for completion of the work. The engineer will be available to attend periodic site visits, no more than three total, to review progress of the work. At the completion of the work and upon notification from the Architect, the Engineer or his representative will prepare a written punch list to identify any noncompliant or incomplete work by the contractor. One additional follow up to any outstanding items or issues will be provided. If additional site visits are necessary, then the Engineer will be entitled to compensation as outlined in Article 11, Compensation.

#### Project Schedule:

TNP shall endeavor to accomplish the work in accordance with the schedule requested by the CLIENT. However, prior to beginning work on this assignment, TNP shall be advised of the anticipated schedule for the project, including specific dates for various submittals and reviews by the CLIENT and/or others. TNP shall inform CLIENT of any conflicts with the proposed schedule within five (5) days of receipt of this information.

It is understood and agreed that the objective of all involved in this project is produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that TNP's ability to perform our scope of services is dependent upon information being provided and reviewed by others in a timely manner, and that adjustments in schedule may be required should information or reviews be delayed.

## ATTACHMENT 'C' PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

### 2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

### 3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

### 5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

### 7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

### 9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

### 11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

### 12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

### 14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

### 15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

### 16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

### 17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

### 18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

### 19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

# ATTACHMENT 'D'

## TEAGUE NALL AND PERKINS, INC.

Standard Rate Schedule for Time and Expense Contracts  
Effective January 1, 2019 to December 31, 2019\*

CONSULTANT /Landscape Architecture/ROW	From	-	To	
Principal	\$200	-	\$250	Per Hour
Team Leader	\$190	-	\$230	Per Hour
Senior Project Manager	\$160	-	\$220	Per Hour
Project Manager	\$120	-	\$175	Per Hour
Senior Engineer	\$180	-	\$225	Per Hour
Project Engineer	\$120	-	\$160	Per Hour
Engineer III/IV	\$95	-	\$120	Per Hour
Engineer I/II	\$ 90	-	\$110	Per Hour
Landscape Architect / Planner	\$110	-	\$200	Per Hour
Landscape Designer	\$80	-	\$110	Per Hour
Senior Designer	\$110	-	\$150	Per Hour
Designer	\$100	-	\$130	Per Hour
Senior CAD Technician	\$90	-	\$120	Per Hour
CAD Technician	\$70	-	\$110	Per Hour
IT Consultant	\$100	-	\$170	Per Hour
Clerical	\$50	-	\$90	Per Hour
Construction Inspector II	\$75	-	\$100	Per Hour
Construction Inspector III	\$90	-	\$110	Per Hour
Senior Construction Inspector	\$100	-	\$125	Per Hour
Construction Superintendent	\$150	-	\$180	Per Hour
ROW Manager	\$120	-	\$150	Per Hour
Senior ROW Agent	\$90	-	\$130	Per Hour
ROW Agent	\$80	-	\$110	Per Hour
Relocation Agent	\$100	-	\$130	Per Hour
Senior Utility Coordinator	\$90	-	\$140	Per Hour
Utility Coordinator	\$80	-	\$130	Per Hour
Intern	\$50	-	\$70	Per Hour

### Surveying

Survey Manager	\$190	-	\$230	Per Hour
Registered Professional Land Surveyor (RPLS)	\$140	-	\$190	Per Hour
Field Coordinator	\$100	-	\$130	Per Hour
S.I.T. or Senior Survey Technician	\$70	-	\$120	Per Hour
Survey Technician	\$65	-	\$100	Per Hour
1-Person Field Crew w/Equipment***	\$125			Per Hour
2-Person Field Crew w/Equipment***	\$160			Per Hour
3-Person Field Crew w/Equipment***	\$180			Per Hour
4-Person Field Crew w/Equipment***	\$200			Per Hour
Flagger	\$40			Per Hour
Abstractor (Property Deed Research)	\$85			Per Hour

### Subsurface Utility Engineering (SUE)

### Hourly Rate

SUE Project Manager	\$185 Per Hour
SUE Engineer	\$160 Per Hour
Sr. Utility Location Specialist	\$100 Per Hour
Utility Location Specialist	\$ 85 Per Hour
1-Person Designator Crew w/Equipment***	\$120 Per Hour
2-Person Designator Crew w/Equipment***	\$145 Per Hour
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$250 Per Hour (4 hr. min.)
2-Person Vac Excavator Crew w/Equip for QL-A ****	\$450 Per Hour (4 hr. min.)
Core Drill (equipment only)	\$750 Per Day

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

\* Rates shown are for calendar year 2018 and are subject to change in subsequent years.

\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

\*\*\* Includes crew labor, vehicle costs, and field supplies.

\*\*\*\* Rate applies to Quality Level A (QL-A) test holes on utilities that were designated by TNP as QL-B.

**ATTACHMENT 'D'**  
**TEAGUE NALL AND PERKINS, INC.**  
 Standard Rate Schedule for Time and Expense Contracts  
 Reimbursed Direct Cost Items  
 Effective January 1, 2019 to December 31, 2019\*

**Direct Cost Reimbursables**

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Photocopies:	\$0.154/sf	letter, legal and 11" x 17" size bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Prints:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Plots:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
	\$0.50/sf	22" x 34" and larger bond paper or vellum, B&W
	\$1.00/sf	22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.58/mile	
Plans on CD	\$20/each	





ACCESS by DESIGN

ACCESSIBILITY CONSULTANTS Access by Design Inc. 12720 Hillcrest Road Suite 580 Dallas, Texas 75230 Tel 214 348 7758 Fax 214 348 7867 www.abyd.com

3 January 2019

Mr. Stephen Springs  
**Brinkley Sargent Wiginton Architects**  
 5000 Quorum, Suite 600  
 Dallas, Texas 75254

**Re: Keller Senior Activities Center**  
**Keller, Texas**  
**Proposal for Accessibility Consulting Services**

Dear Mr. Springs:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Keller Senior Activities Center project. I look forward to the opportunity to work with you again.

### **Project Scope**

We understand this project to consist of the new construction of a one-story senior activity center with site development and parking with an estimated construction cost of \$8,000,000. Access by Design proposes to provide the following services:

- TAS Plan Review as required by the State of Texas
- TAS Site Inspection as required by the State of Texas

### **Services**

- 1) Access by Design will perform a **TAS plan review** as required by Chapter 469, Texas Government Code, based upon 100% construction documents, signed and sealed. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report.

We propose a fixed fee for the TAS plan review, in the amount of .....\$ **795.00**

- 2) Access by Design will perform a **TAS site inspection** upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including site photos of any unacceptable conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$140 per hour, two hours minimum.

We propose a fixed fee for the final TAS inspection, in the amount of .....\$ **795.00**

**Total for all proposed services.....\$ 1,590.00**

### **Reimbursable Expenses**

Access by Design will require reimbursement for out-of-pocket expenses as indicated below.

TDLR Project Registration Filing Fee\* .....\$ **175.00**

*\*Note: Payment of TDLR filing fees is due prior to our office registering the project. Access by Design will not collect TDLR filing fees if the project is registered prior to receipt in our office.*



**Schedule**

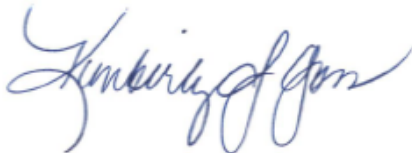
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of the submittal of construction documents and a completed Project Registration Form.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form, provided that project construction is complete.

**Assumptions and Exclusions**

- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- Access by Design will review for compliance with only those accessibility codes and standards stated above.
- In the event that we jointly agree that additional consulting services are required, this would constitute an additional expense.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Kimberly J. Goss  
President

ACKNOWLEDGED AND APPROVED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Company



ME Engineers, Inc.  
1825 Market Center Blvd, Suite 415  
Dallas TX 75207  
Office: 214 741 1589  
me-engineers.com

January 8, 2019

Mr. Stephen Springs  
5000 Quorum, Suite 600  
Dallas, TX 75254

**RE: Keller Senior Activities Center – Technology Proposal**

Dear Stephen:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects (“Architect”) for technology engineering services for the new Senior Activities Center in Keller, TX. We propose the following services for your consideration:

**PROJECT DESCRIPTION**

The project is a new building to be constructed for the City of Keller. The facility is a total of 23,000 SF consisting of gymnasium, arts spaces, multipurpose rooms, and fitness area.

**I. SCOPE AND DESCRIPTION:**

A. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

- a) Planning and layout design of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs).
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.
- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.
- d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.

- e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.
- f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.
- g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.
- h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms
- i) Outside Plant Communications Backbone Infrastructure: Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.
- j) Service Provider Utilities: Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

- k) Distributed Antenna System: Produce performance based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend (2-3) project meetings in Keller, TX and/or via Web Meeting during the design phase with the Owner, Architect and Contractor.
2. Design Development:
  - a) Review and meet with Owner and Architect.
  - b) Initiate coordination of system requirements with Architect and other project team members.
  - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - d) Prepare specifications of systems.
  - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. Construction Documents:
  - a) Finalize coordination of system requirements with Architect and other project team members.
  - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - c) Finalize specifications of systems.

- d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
- 4. Bidding and Negotiation:
  - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
  - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
- 5. Construction Administration:
  - a) Review product data submittals.
  - b) Review shop drawings.
  - c) Answer questions during construction phase.
  - d) Provide (1) intermediate site observations with written report at relevant stage of construction.
  - e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

## II. EXCLUSIONS:

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

- A. Audio Video Systems: Design, specification, coordination, documentation, and commissioning of any AV system equipment and/or raceway.
- B. Security System: Design, specification, coordination, documentation, and commissioning of any security system equipment and/or raceway.
- C. Telephone System: Design, specification, coordination, documentation, and commissioning of any telephone system equipment.
- D. Data Network Equipment: Design, specification, coordination, documentation, and commissioning of any data network equipment.
- E. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design or interior sound insulation design.
- F. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- G. On-Site Engineer: Provisions required for a full-time on-site engineer.
- H. Installation: Materials, installation, and testing of any system components.
- I. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- J. Commissioning: Provisions for commissioning and certification of any system.

- K. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

### **III. FEE PROPOSAL:**

- A. Services Fee: Lump sum amount of **\$ 26,000** plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

### **IV. TERMS AND CONDITIONS:**

- A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

- B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

- C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

- D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

- E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.



Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

**M-E Engineers, Inc.**  
**Denver Office**



Kevin Devore, RCDD  
Principal  
Technology Design Group

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Organization: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Cc: Chris Jones-ME/Denver  
Austin Simmons-ME/Denver  
Mike Hart-ME/Denver  
Drew Shivley-ME/Dallas

**ME ENGINEERS, INC.  
HOURLY RATE SCHEDULE – 2019**

**DENVER OFFICE**

Senior Principal	\$260/hr
Principal	\$240/hr
Associate Principal	\$225/hr
Sr. Associate	\$210/hr
Associate	\$195/hr
Senior Project Manager	\$185/hr
Project Manager	\$170/hr
Project Engineer	\$140/hr
Designer	\$130/hr
Sr. BIM Coordinator	\$115/hr
BIM Coordinator	\$110/hr
CAD Technician	\$105/hr
Administrative Staff	\$100/hr

**PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES**

19 December 2018

This is a proposal submitted by **KENDALL + Landscape Architecture** (called Landscape Architect), address: 6976 Santa Barbara, and Dallas, Texas 75214.

**Brinkley Sargent Wiginton Architects** (called Architect) agrees to employ the Landscape Architect to provide professional services for the landscape development associated with the **Senior Center – Keller, Texas**.

**I. PROJECT DESCRIPTION**

- A. Senior Center Building.
- B. Single building
- C. 92 parking spaces.
- D. Entry Plaza.
- F. Tree protection and mitigation plan (survey provided by surveyor).

**II. SCOPE OF SERVICES**

The Landscape Architect will provide the following Landscape Architectural services:

- A. Schematic Design
  - 1. Conduct a project initiation meeting with Architect to establish the design intent and program requirements. Obtain all available site information and budget considerations.
  - 2. Conduct a site analysis to understand the opportunities and constraints inherent in the site.
  - 3. Prepare a schematic design plan and graphics that include:
    - a. Planting design
    - b. Irrigation
  - 4. Prepare preliminary cost estimates for the schematic design solution.
  - 5. Review the plan and estimates with the Architect and other Consultants for input and approval to proceed.
- B. City of Keller Landscape Ordinance Requirements Plan
  - 1. Prepare required documents for review and approval by the City of Keller.
- C. Construction Documents
  - 1. Prepare final construction documents for the Hardscape items:
    - a. Horizontal control for the pedestrian spaces.
    - b. Vertical control and drainage for the pedestrian spaces.
    - b. Lighting fixture selection at the pedestrian spaces.
  - 2. Prepare final construction documents for the Softscape items:
    - a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
    - b. Final irrigation plans for the project.
  - 3. Details.
  - 4. Technical specifications.
  - 5. Prepare bidding documents.
  - 6. Coordinate work with the consultants.
  - 7. Review all work with the Architect and Consultants for input and approval before issue of bidding set.
- D. Bidding
  - 1. Prepare and solicit bid proposals as part of the architectural package.
  - 2. Make any necessary Addenda for bidding and prior to construction.
  - 3. Assist the Architect in final bid evaluation.
- E. Construction Observation
  - 1. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
  - 2. Make 2 trips to the site to assist the Architect in observing the progress, process, and quality of the installation of applicable Hardscape and Softscape items.
  - 3. Provide the Architect with 2 field reports documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
  - 4. Approve plant materials to be used on the project.

**BRINKLEY SARGENT WIGINTON ARCHITECTS****KENDALL + Landscape Architecture****SENIOR CENTER – KELLER, TEXAS**

PROPOSAL - 1

5. Approve the staking of tree locations, plant materials layout and quality of planting installation.
6. Approve the staking of irrigation head locations, materials layout and quality of the irrigation system installation.
7. Conduct final inspection of the landscape and site development and, upon completion of the punch list items; recommend acceptance to the Architect.

### **III. COMPENSATION**

- A. See Schedule "A" attached for compensation.
- B. Fees will be charged monthly for the percentage of work completed plus reimbursable expenses incurred.
- C. Payment is due upon 30 days of receipt and is payable to the offices of Kendall + Landscape Architecture, 6976 Santa Barbara, Dallas, Texas 75214.

### **IV. ADDITIONAL SERVICES**

- A. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on same monthly basis plus reimbursable expenses.
- B. Hourly rates for additional services shall be billed as shown below:

Principal	\$150.00 per hour
Project Landscape Architect	\$85.00 per hour
Clerical	\$50.00 per hour
- C. The following additional services may be included in this scope of services if authorized in writing by the Architect.
  1. Revisions to drawings previously approved by the Architect.
  2. Services of consultants other than stated above.
  3. Preparation of as-built drawings.
  4. Construction surveying, staking, and verification.
  5. Public presentations and additional presentations beyond those outlined above.
  6. Assist the Architect in making decisions on all claims except those regarding the scope of work stated in this contract.
  7. Representation in litigation and/or negotiations.
  8. Changes to drawings caused by inaccurate survey information.
  9. Change Orders as caused by participants other than the Landscape Architect.
  10. Fountain equipment design and documentation.
  11. LEED design and/or documentation.
  12. Planned Development creation or existing modification.
  13. Tree survey will be provided by a surveyor.

### **V. ARCHITECT'S RESPONSIBILITIES**

- A. The Architect will provide full information about requirements for this part of the project including the program requirements and layouts of known site features or restrictions.
- B. The Architect will furnish the Landscape Architect with a copy of the certified survey of the site showing information pertinent to this part of the project.
- C. If, during any visit to the project, the Architect or his representative observes or otherwise becomes aware of any defect in this project, prompt written notice will be sent to the Landscape Architect.

### **VI. TERMINATION OF AGREEMENT**

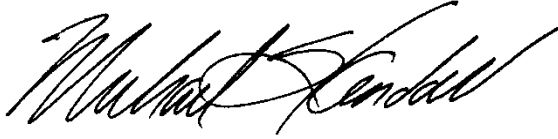
- A. This agreement is terminated upon written notification from the Architect. It also may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.
- B. In the event of termination due to the fault of others than the Landscape Architect, the Landscape Architect shall be paid for services performed to termination date, including reimbursements then due, plus terminal expenses necessary to end these services and send any pertinent documents to the Architect.

### **VII. INITIATION**

If the Agreement is satisfactory, the Architect can initiate the services described above by signing both copies and returning one copy for the Landscape Architect's file.

The Landscape Architect will initiate these services upon receipt of that authorization.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael S. Kendall", written in a cursive style.

Michael S. Kendall, ASLA

**KENDALL +** Landscape Architecture

19 December 2018

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**Accepted**

---

**Printed Name**

---

**Title**

---

**Date**

## **SCHEDULE "A"**

19-Dec-18

The Landscape Architect shall be compensated as follows:

1. Design Development	\$4,200.00
2. Construction Documents	\$3,800.00
3. Bidding and Construction Observation	\$1,200.00
<hr/>	
Total Design Fee	\$9,200.00

January 7, 2019

**EnvironmentalPhysics  
GROUP**Mr. Stephen Springs  
5000 Quorum, Suite 600  
Dallas, TX 75254**RE: Keller Senior Activities Center – Commissioning Proposal**

Dear Stephen:

We are pleased to provide this proposal for the Independent Commissioning Provider Services for the Keller Senior Activities Center. The scope of work is based on our knowledge of the project and our familiarity with commissioning large projects. We have compiled a description of tasks and the associated fees for this effort.

We have listed the tasks in the order which they will be performed. The work is intended to satisfy the requirements of the 2015 IECC.

**PROJECT SCOPE**

- A. Review the Owner's Project Requirements (OPR) and the Building Systems Basis of Design Specification (BOD) to ascertain the conceptual project requirements and Building Systems Commissioning Requirements.
- B. Review the completed Schematic Drawings and Outline Specifications for adherence to program requirements and for development of Commissioning Requirements. Compile an outline of the Commissioning Plan and an Outline Specification for the Commissioning Requirements. Conduct meeting with the Design Team to review the plan and outline specifications.
- C. Prepare Building Systems Commissioning Plan and Commissioning Specifications for the following systems:
  - 1. Heating Ventilation and Air Conditioning Systems
  - 2. Building Controls Systems (Central Automation System)
  - 3. Lighting Systems (Occupancy Sensors with Schedule and Daylight Controls)
  - 4. Domestic Hot Water System

Submit Commissioning Plan, Commissioning Specifications and Commissioning Schedule to Owner and Design Team.
- D. Based on comments from Owner and Design Team, compile Final Building Systems Commissioning Plan for systems noted in item C (above). Review updated Construction Schedule and Integrate Commissioning Plan into Construction Schedule.
- E. Compile Final Systems Functional Performance Testing Forms based on comments from Owner and Design Team.
- F. Provide Field Observation Review of equipment installation for conformance to Commissioning Requirements. Submit review comments to Owner and Design Team for inclusion with A/E Conformance Review.



- G. Provide Field Verification of Functional Systems Start-up and commissioning performance by the Contractor. Review Functional Systems Testing Forms completed by the Contractor. Compile summary of deficiencies required for final approval. Review and approve final re-submitted Functional Systems Testing Forms.
- H. Provide review of Operations and Maintenance (O&M) Manuals compiled by Contractor. Compile summary of deficiencies required for final approval. Review and approve final O&M Manuals. Conduct a meeting with the Owner to discuss the content and use of the O&M Manuals.
- I. Prepare Commissioning Report which summarizes activities and conformance to the specified requirements. Conduct a meeting to present the Report to the Owner and Maintenance Personnel.

<b>Keller Senior Activities Center Commissioning Services</b>	
Design Phase Commissioning Services (A through D )	\$3,000
Construction Document Phases Commissioning Services (Items E through I)	\$7,500
<b>Total</b>	<b>\$10,500</b>

<i>Reimbursable Travel Budget</i>	\$2,000
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## **ASSUMPTIONS**

The following assumptions are made in the preparations of this proposal:

- A. We assume that we would be contracted by Brinkley Sargent Wiginton Architects.
- B. The Architect will provide the Design Documents (Drawings and Specifications) for our work.
- C. The Architect will provide the Contractor's submittal documents, test and balancing data, and other required documents.
- D. We include the use of digital photography with the Commissioning Report in order to describe existing conditions and identify O&M requirements.
- E. We anticipate that the work will be performed during normal business hours.
- F. We assume that the Design Phase of the Project will be between 6 and 8 months. During this period, we have included participation in two Design Team Meetings. Travel costs are listed in the reimbursable budget.
- G. We assume that the Construction Phase of the Project will be between 12 and 18 months. During this period, we have included participation in four Construction Meetings. Travel costs are listed in the reimbursable budget.

## **ADDITIONAL SERVICES**

If more extensive services are required than that described in the Scope of Work, the work will be billed at an hourly rate. We shall proceed with changes upon authorization by Brinkley Sargent Wiginton Architects via written Design Change Authorizations (DCA).

## EXCLUSIONS

- A. Our base fee does not include printing, delivery and reproduction costs. These costs are considered as reimbursable expenses.
- B. Travel costs are considered as reimbursable expenses.

## TERMS

Invoices for our services shall be submitted at the end of each month. Payments are to be made by client within 30 calendar days of the invoice date.

If you have any questions on the above, please contact us at our office. Please return one signed original of this proposal as an indication of your acceptance and notice to proceed. We appreciate this opportunity and we are looking forward to working with you and your colleagues on this project.

Sincerely,

**ME ENGINEERS, INC.**  
**Denver Office**



Michael P. Day, P.E., CxA  
Principal

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Brinkley Sargent Wiginton Architects**

By: \_\_\_\_\_ Title: \_\_\_\_\_

## **EXHIBIT L**

### **KELLER SENIOR ACTIVITIES CENTER**

#### **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.

**EXHIBIT M**  
**BRINKLEY SARGENT WIGINTON ARCHITECTS**

**BILLING RATES**  
**2019**

<b><u>TITLE</u></b>	<b><u>RATE/hr.</u></b>
<b>Senior Principal</b>	<b>270.00</b>
<b>Principal</b>	<b>210.00</b>
<b>Project Manager</b>	<b>200.00</b>
<b>Project Architect II</b>	<b>170.00</b>
<b>Senior Designer</b>	<b>150.00</b>
<b>Project Architect I</b>	<b>140.00</b>
<b>Staff Architect</b>	<b>130.00</b>
<b>Architectural Designer II</b>	<b>125.00</b>
<b>Architectural Designer I</b>	<b>95.00</b>
<b>Senior Interior Designer</b>	<b>130.00</b>
<b>Interior Designer</b>	<b>120.00</b>
<b>Construction Administrator</b>	<b>150.00</b>
<b>Senior Programmer</b>	<b>145.00</b>
<b>Strategic Planner</b>	<b>130.00</b>
<b>Senior Planner</b>	<b>120.00</b>
<b>Administration</b>	<b>80.00</b>

*Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1<sup>st</sup> of each year*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b> certificate@mclaughlinbrunson.com		<b>FAX (A/C, No):</b> (214) 503-8899
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Brinkley Sargent Wiginton Architects, Inc. 5000 Quorum Drive, Suite 600 Dallas TX 75254	<b>INSURER A:</b> Berkley Insurance Company		<b>NAIC #</b> 32603
	<b>INSURER B:</b> Travelers Property Casualty Co of Amer		25674
	<b>INSURER C:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER D:</b> Travelers Indemnity Company		25658
	<b>INSURER E:</b> Continental Insurance Company		35289
	<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER: 46236419

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blket Contractual Liab. <input checked="" type="checkbox"/> Indt. Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6806G061464	12/15/2018	12/15/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA5G889116	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP5G891100	12/15/2018	12/15/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	60025047351	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability	<input checked="" type="checkbox"/>		AEC-9019057-03	2/15/2018	2/15/2019	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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. City of Keller is named as additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract. The general liability coverage is on a primary and non-contributory basis. Auto is primary. Umbrella follows form. RE: Keller Senior Activity Center

## CERTIFICATE HOLDER

## CANCELLATION

The City of Keller P.O. Box 770 Keller TX 76244	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

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ACORD 25 (2016/03)

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